

June 24, 2025

ADDENDUM NO. 1

PROPOSAL FOR FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE MADISON HALL CHILLER REPLACEMENT, LOCATED AT THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA.

Due July 7, 2025, at 10:00 AM Solicitation No.26203 (R1626707)

The following is to be made part of the original specifications as though issued at the same time and shall be incorporated integrally therewith. This addendum shall be acknowledged on the BID FORM when submitted to the Purchasing Department prior to bid opening...

Item No. 1 – General

1. See Attachment A for pre-bid sign in sheet.

Item No. 2 – Contractor Questions

2. Question – The front ends state that the agreement between the owner and contractor are within the bid documents, but I do not see that it is provided. Can you please provide the form of agreement between owner and contractor?
Answer – Sample Contract Attached (Follows Attachment A)
3. Question – If the wall is to be removed, who will be responsible to open the wall?
Answer – Revise Note 16, Sheet M1 to read, “Contractor shall remove wall as required to accommodate installation of new chiller. UL shall be responsible for rebuilding wood wall. UL shall be responsible for removal and/or relocation of any electrical in wall. Coordinate with university.
4. Question – In the welding shop who will clear the debris out of the door?
Answer – The University shall be responsible for the removal and/or clearing of all debris in the path of the installation of the new chiller prior to start of construction.
5. Question – Will the Contractor need to include the controls cost in their bid?
Answer – No. All controls work shall be done by the University. UL shall be responsible for the removal and re-installation of all control devices and wiring. Coordinate with the University prior to any demolition.

Item No. 3 – Change to Drawings

6. Reference Sheet M1, CHILLER SCHEDULE, Note 12. Delete note and add the following, “CONTRACTOR SHALL BE DELIVERED COMPLETE. CHILLER **SHALL NOT** BE DIS-ASEMBLED FOR INSTALLATION. COORDINATE START UP REQUIREMENETS WITH CHILLER MANUFACTURER”.
7. Reference Sheet M1, CONDENSOR WATER SCHEMATIC LAYOUT, condensing water return line, existing condensing water temp connection valve and fitting to remain. Contractor shall cut existing piping prior to valving and fittings.
8. Reference Sheet M1, MADISON HALL MECHANICAL ROOM FLOOR PLAN - NEW, Note 6. Add the following to note, “CONTRACTOR SHALL DISCONNECT AND RECONNECT EXISTING 120 VOLT CONTROL POWER FOR CHILLER. MODIFY EXISTING AS REQUIRED. COORDINTE REQUIREMENTS WITH CHILLER MANUFACTURER. CONTRACTOR SHALL VERIFY ALL REQUIREMENTS IN FIELD”.



Purchasing Office

P.O. Box 40197 • Lafayette, LA 70504-0197

Office: (337) 482-5396

Fax: (337) 482-5059

9. Reference Sheet M1, GENERAL NOTES, Add Note G to read as follows, "CHILLER MANUFACTURER SHALL PROVIDE ADDITIONAL TEN (10) YEAR PARTS AND LABOR WARRANTY."
10. Clarification. Reference Sheet M1, GENERAL NOTES, Note D. Contractor shall be responsible for removal of existing chiller from site. Contractor shall dis-assemble as required to accommodate removal.

This is a public works bid. The addendum **MUST** be acknowledged with your bid on the BID FORM. For questions related to bidding these projects, please contact the UL Lafayette Purchasing Department at bids@louisiana.edu or 337.482.2955.

Kristi Montet
Director - Procurement and Travel
University of Louisiana at Lafayette
Department of Purchasing

SOLICITATION FILE NO. 26203 / R1626707 BID DUE DATE/TIME: 07/07/2025 @ 10:00am

BID FILE TITLE: UL-Madison Hall Chiller Replacement

PRE-BID MEETING HELD: 06/18/2025 at 9:00 am LOCATION UL - Parker Hall

FACILITATED/CONDUCTED BY: Phillip J. Duplechin

DEPARTMENT: Facility Management

THE FOLLOWING INDIVIDUALS WERE IN ATTENDANCE FOR THE PRE-BID MEETING

(Please write legibly)

NAME (First & Last)	COMPLETE BUSINESS NAME	EMAIL ADDRESS
1. Kelly Herrick	Storer Services	Kelly.herrick@storer-services.com
2. Jim Watts	Storer Services	Jim.Watts@storer-services.com
3. Logan Roche	Entra	lroche@entra-solutions.com
4. Josh Smith	Entra	Josh.Smith@entra-solutions.com
5. Carter Burdette	Gallo Mechanical	Carter.Burdette@gallomech.com
6. Hayden Files	Gallo Mech	hayden.files@gallomech.com
7. Wilson Baranet	Gallo Mech	Wilson.BARANET@gallomech.com
8. Brian James	Gootee Construction	bjames@gootee.com
9. Phyllis Crochet	ULL Lafayette Facility	Phyllis.Crochet@louisiana.edu
10. Roxanne Formeller	ULL Lafayette Purchasing	Roxanne.Formeller@louisiana.edu
11. Jerome Constantine	ULL Fac.	jerome.constantine@louisiana.edu
12. Bradley Villars	CIS Carrier	bvillars@cisindustries.com
13. Phillip Duplechin	UL	phillip.duplechin@louisiana.edu
Stephen Cruthinds	UL	Stephen.cruthinds@louisiana.edu
DAVID BROUSSARD	AIR PLUS	DAVID@AIRPLUSHVAC.NET
LYLE GUDRY	AIR PLUS	LYLE@AIRPLUSHVAC.NET

STATE OF LOUISIANA

PARISH OF «PARISH»

SUBJECT: «SUBJECT» **Contract Number:** «CONTRACT_NUMBER»

Be it known, that on this «**DATE**» day of «**MONTH**» 2025, the **University of Louisiana at Lafayette** (hereinafter referred to as "University"), located at 104 University Circle, Lafayette, LA 70503 and «**VENDOR_NAME**», (hereinafter referred to as "**Contractor**"), whose legal address is, «**ADDRESS**», do hereby enter into contract under the following terms and conditions:

1. **SCOPE:** Contractor hereby agrees to furnish all labor, materials (including tariffs), equipment, transportation, supervision, permits, etc., necessary to complete «**SCOPE_to_complete**» located on the University of Louisiana at Lafayette Campus, «**CITY**», LA.

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, «**QUOTATION** », impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

2. **TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the University and shall be completed within «**COMPLETION**» consecutive calendar days from and after the said date. **Liquidated Damages:** Contractor shall be assessed Liquidated Damages in the amount of «**DAMAGES**» per day for each consecutive calendar day which work is not completed beginning with the first day beyond the completion time.

3. **TERMS OF PAYMENT:** The University will pay and the Contractor will accept in full consideration for the performance of the contract the sum of «**AMOUNT IN WORDS**» «**AMOUNT IN NUMBERS**» **which represents the Base Bid.** Payment terms are Net 45 and will be made only with the approval of the Director of Facility Planning and Construction; Facility Management, at the University of Louisiana at Lafayette.

4. **TAXES:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under its own Federal tax identification number.

5. **QUALITY ASSURANCE:** It is the intention of the University to ensure high performance standards of its Contractors as well assuring a high level of quality.

- a. University will perform Contractor performance evaluations every thirty (30) days until completion of the project to assess on time accomplishment of tasks towards meeting milestones. Performance will be measured based upon deliverables and service level measured with the following criteria:
 - Level of service in terms of responsiveness to requests for information, timely submission of requested reports per schedules agreed upon by both parties.
 - Compliance to the terms and condition of this contract.
- b. Upon completion of each evaluation, University will provide Contractor a written report of the results to include recommendations for Contractor performance improvement. Such ratings will be excellent, satisfactory, marginal or unsatisfactory based on a subjective evaluation.
- c. Should University find any area of Contractor's performance unsatisfactory, University may require Contractor to develop an action plan in writing showing what measures will be implemented to improve the level of quality. The action plan must be submitted to the University Representative within four (4) working days of the unsatisfactory notification.

6. INSURANCE

- a. Contractor shall purchase and maintain, throughout the life of this contract, commercial general liability insurance and commercial automobile liability insurance to protect Contractor from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this contract, whether such operations be by Contractor, subcontractor or by anyone else directly or indirectly employed by Contractor. In addition, all statutory insurance requirements, including worker's compensation, shall be met. Limits of such insurance shall be as stated below:

<u>Type of Insurance</u>	<u>Limits of Liability (Minimum)</u>
Worker's Compensation	Statutory
Commercial General Liability	\$1 million combined per occurrence \$2 million general aggregate
Automobile Liability *	\$1 million combined single limit

*If a motor vehicle is not utilized in the scope and execution of the contract, then auto liability coverage is not required.

- b. The "University of Louisiana and University of Louisiana Board of Supervisors" shall be named on such policies as an additional insured. Prior to providing services under the terms of this Contract, Contractor shall provide a Certificate(s) of Insurance evidencing the required insurance coverage. Contractor shall maintain such insurance in effect throughout the duration of the Contract consistent with all applicable laws and in amounts sufficient to cover any and all claims or actions arising from performance of this Contract. The Certificate(s) shall also provide that should the policy be canceled or materially changed, thirty (30) days written notice prior to the effective date shall be given directly to the University's Purchasing department. Failure to carry the required insurance coverage places the Contractor in breach of this Contract. Requests for variations to liability limits shall be reviewed by the University's Risk Manager, who will make the final decision.

- c. Certificate(s) of Insurance acceptable to the University shall be addressed to:
University of Louisiana at Lafayette, ATTN: Purchasing Department, PO Box 40197, Lafayette, LA 70504

7. ASSIGNMENT OF CONTRACT: The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the University, provided however, that claims for money due or to become due to the Contractor from the University may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

8. SUBCONTRACTORS: Upon University's approval, the Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the University for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work. Contractor is responsible for ensuring Subcontract is aware of University policies and adheres to the same.

9. INDEMNIFICATION:

- a. Contractor shall be fully liable for the actions of its agents, employees, or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.
- b. The University may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

10. FORCE MAJEURE:

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party.

If any Force Majeure Event occurs affecting a party's performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure

Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by University, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

11. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the State auditors shall have the option of auditing all accounts of Contractor which relate to this contract.
12. The University is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to affect this commitment in its operation. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Acts of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Davis-Bacon Act of 1931, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
13. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14. CONTRACTOR WARRANTIES.

- a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the University takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the University takes possession.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to University-owned or controlled real or personal property, when that damage is the result of
 - The Contractor's failure to conform to contract requirements; or
 - Any defect of equipment, material, workmanship, or design furnished.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- e. The University's Representative shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the University shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall
 - Obtain all warranties that would be given in normal commercial practice;
 - Require all warranties to be executed, in writing, for the benefit of the University, if directed by the Contracting Officer; and
 - Enforce all warranties for the benefit of the University, if directed by the Contracting Officer.
- h. In the event the Contractor's warranty under paragraph (b) of this clause has expired, the University may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the University or for the repair of any damage that results from any defect in University-furnished material or design.
- j. This warranty shall not limit the University's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

- k. Defects in design or manufacture of equipment specified by the University on a 'brand name and model' basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the University.

15. UNIVERSITY CONTACT: The University's Representative for overseeing the contractor's management of this project is «**PROJECT_MANAGER**», whose University email address is «**MANAGER_EMAIL**» and office phone number is **337-482-2001**. Notwithstanding the Contractor's responsibility for total management during the performance of the services specified in this Contract, the University Representative shall not only provide oversight of the activities of this project but serve as the Contractor's principal point of contact on behalf of University.

16. INSPECTION AND ACCEPTANCE: University reserves the right to inspect worksite at any time over the duration of this project. Any progress payment, if applicable will be based on actual work completed per schedule and WBS as well as inspection results and acceptance of work completed. The University's Representative or his designated representative will determine acceptance of work completed. Contractor will provide a punch list approved by University to facilitate the acceptance process.

- a. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the University. All work shall be conducted under the general direction of the University's Representative and is subject to University inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- b. University inspections and tests are for the sole benefit of the University and do not:
 - Relieve the Contractor of responsibility for providing adequate quality control measures;
 - Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - Constitute or imply acceptance; or
 - Affect the continuing rights of the University after acceptance of the completed work under paragraph (i) below.
- c. The presence or absence of a University inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the University's Representative's written authorization.
- d. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material (including tariffs) reasonably needed for performing such safe and convenient inspections and tests as may be required by the University's Representative. The University may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The University shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- e. The Contractor shall, without charge, replace or correct work found by the University not to conform to contract requirements, unless in the public interest the University consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- f. If the Contractor does not promptly replace or correct rejected work, the University may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- g. If, before acceptance of the entire work, the University decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the University's Representative shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- h. Unless otherwise specified in the contract, the University shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the University's Representative determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the University's rights under any warranty or guarantee.
- i. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The University reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The University may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the University may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The University must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

17. This Contract, in its entirety, shall be governed by the laws of the State of Louisiana. This shall constitute the entire agreement between the parties and may only be amended in a document signed by both parties. This Contract may not be modified unless agreed to in writing by both parties. Any consent by a party to, or waiver of breach by the other, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach. This contract constitutes the entire agreement between the parties with respect to the Products and cancels and supersedes any prior understandings and agreements between the Parties. In the event that any one or more provisions contained in this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this contract. Any claim or controversy arising out of this contract shall be resolved by the provisions of LA. R.S. 39:1673.

18. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The University reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

19. ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

- (a) CONTRACTOR shall not visit or utilize the facilities of University if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;
 - (b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University's current and revised procedures prior to utilizing the facilities of University;
 - (c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and
 - (d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR's use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active
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or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or ay facilities or equipment therein of University.

20. Legal Recordations/Change Orders

- (a) All contracts exceeding \$25,000 must be filed with the Clerk of Court's office at the expense of the contractor in the parish where the work will take place. Work may not commence until proof of recordation is received by the University.
- (b) Some change orders exceeding 10% of the original contracted price will require a written contract amendment which must be filed with the Clerk of Court's office at the expense of the contractor within ten (10) business days after all signatures are obtained.
- (c) If a change order causes the project total to exceed \$25,000, payment and performance bonds will then be required. The amended contract along with the bonds must then be filed with the Clerk of Court's office at the expense of the contractor within ten (10) business days after all signatures are obtained.
- (d) Failure to file the contract, amendments, and/or change orders will result in withholding payment of new invoices until proof of recordation is provided to the University as required.

21. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries: In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The University reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

CONTRACTOR ACKNOWLEDGES THAT SERVICES SHALL NOT COMMENCE UNDER THIS CONTRACT UNTIL NOTIFIED BY PURCHASING THAT UNIVERSITY APPROVAL HAS BEEN OBTAINED AND ISSUES AN ORDER TO PROCEED.

UNIVERSITY AND CONTRACTOR ACKNOWLEDGES THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

«VENDOR NAME»

**UNIVERSITY OF
LOUISIANA LAFAYETTE**

LA CONTRACTOR'S LICENSE: «LICENSE NUMBER»

By _____

By _____

Paul D. Thomas

Title _____

Title Interim VP Administration & Finance

Date _____

Date _____