

STATE OF LOUISIANA  
SOUTHEASTERN LOUISIANA UNIVERSITY  
HAMMOND, LOUISIANA

A Member of the University of Louisiana System

INVITATION TO BID  
TO  
FURNISH AND DELIVER  
PRINTING PAPER & SUPPLIES AND BINDING & FINISHING SUPPLIES  
TO THE DOCUMENT SOURCE AT  
SOUTHEASTERN LOUISIANA UNIVERSITY

ISSUING AGENCY: Southeastern Louisiana University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

DIRECTOR OF PURCHASING: Richard Himber  
Telephone: (985) 549-2064

PURCHASING AGENT: Phyllis Hoover, CPPB  
Telephone: (985) 549-5415

REQUISITIONED BY: Josh Randall  
Telephone: (985) 549-5565

RELEASE DATE: June 9, 2016

BID RETURN DATE: June 23, 2016

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University  
Purchasing Department  
Property Control & Supply Building  
2400 North Oak Street, Building M-4  
Hammond, Louisiana 70402

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned  
Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veterans Affairs or the Louisiana Department of Veterans Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous 3 tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the program are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for your participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). For additional information regarding certification, please contact the LED at (225) 342-3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffaris.la.gov](http://www.vetaffaris.la.gov)

The State of Louisiana is committed to the success of this program and encourages your participation.

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE SIGNATURE FORM

BIDDER'S NAME: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
ADDRESS CITY STATE ZIP CODE

SCOPE: Furnish and deliver Printing Paper & Supplies and Binding & Finishing Supplies to the Document Source at Southeastern Louisiana University for the period July 1, 2016 through June 30, 2017 per specifications and requirements. If mutually agreeable between the University and the successful bidder, the contract may be extended for four (4) additional twelve (12) month periods.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

OTHER REQUIREMENTS:

Bidder shall include the cost of transportation and handling in the unit price of each item offered - F.O.B. University, Hammond, LA.

The bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

The attached Insurance Requirements and Indemnification Agreement shall be a part hereof.

The attached Instructions to Bidders and General Conditions shall be a part hereof.

TO THE VENDOR:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict, unless otherwise specified, the submission of equivalent products.

THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

TERMS: Net 30 Prox., F.O.B. Student Union, 303 Texas Avenue, Room 1401, Hammond, Louisiana.

TAXES: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

THIS BID RESPONSE SUBMITTED BY: \_\_\_\_\_

AUTHORIZED OFFICER: \_\_\_\_\_  
Signature (Print or Type Name)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE SUBMITTAL (PRICING) REQUIREMENTS

Each response submitted shall include two (2) copies of Sample/Stocking Charts and two (2) copies of the latest/updated (most current) List Price Catalog comprising all products the vendor wishes to offer, with net discount prices shown or with a clearly described discount schedule to be mailed and received on or before the bid deadline.

\*\*In the event such a List Price Catalog is not possible, two (2) copies of a List Price Listing or a CD or a url address reference to proposer's current Online Catalog with a clearly described discount schedule may be substituted.

**RESPONSE:**

\_\_\_\_\_ (2) copies of Sample/Stocking Charts submitted

\_\_\_\_\_ (2) copies of List Price Catalog \*\* with a clearly described discount schedule submitted

**COMMENTS:**

NAME OF BIDDER: \_\_\_\_\_ OFFICER INITIALS: \_\_\_\_\_

**BID RESPONSE FORM CONTINUED**

This form is to be completed in its entirety and submitted with the bidresponse form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of bid without further consideration.

**INSURANCE INFORMATION TO BE PROVIDED BY BIDDER**

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder

**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ..... STATUTORY MINIMUM COVERAGE**

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

If Not A.M. Best Rated - State Type of Insurer:

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
-----

**COMMERCIAL GENERAL LIABILITY ..... \$1,000,000 MINIMUM COVERAGE**

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
-----

**AUTOMOBILE LIABILITY ..... \$1,000,000 MINIMUM COVERAGE**

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level

Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_

## INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

- D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Vendor shall be required to execute the below Indemnification Agreement as part of the BID Requirements.

**INDEMNIFICATION AGREEMENT**

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is Certificate of Insurance Attached? [ ] Yes [ ] No

Contract No. \_\_\_\_\_ for Southeastern Louisiana University  
State Agency Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SOUTHEASTERN LOUISIANA UNIVERSITY  
SPECIFICATIONS

**SCOPE:**

The Document Source at Southeastern Louisiana University is planning the purchase of Printing Paper & Supplies and Binding & Finishing Supplies on an as-needed basis for the period July 1, 2016 through June 30, 2017. This contract will not take the place of generic white paper as the University will purchase from state contracts when practical. Such papers and supplies to be purchased from this contract may be Book Papers & Cover (specialty item), Text & Text Covers, Fancy Finishes (specialty item), NCR, Baronial Cards & Envelopes (announcements), Bristols/Index, Text Paper, Business Paper, Pre-cut Paper, Gummed & Pressure Sensitive Labels, Special Colors of Offset Papers not on state contract, Parchtex, Pre-cut Papers used by Duplications, Recycled Papers (Offset, Cover: Antique, Enamel & Text), Card Stock, Laser Paper, Bond Paper, Business Card Boxes, Masking Sheets, Stretch Wrap, Envelopes, etc.

Examples of Binding and Finishing supplies to be purchased from this contract may be:

Black Plastic Combs ranging in size from ¼” to 2”  
Black Plastic Coils ranging in size from 6mm to 35mm  
Fastback Tape Strips – Narrow, Medium and Wide  
Covers – Black, Clear and Color  
Pouch Laminate – Various Sizes  
Tabster – 1” and 1 ½” – Clear or White  
Ring Supply Type A – White and Black

Contract will also include any Binding and Finishing supplies, not listed above, that will be needed in the operation of the following equipment: Fastback Binder 20, HD770 Heavy Duty Punch, HD4470 Comp Spreader, Rhin-O-Tuff HD 4170 Inserter, Challenge Padding Press, Lamitek SL-14 Pouch Laminator, Triumph 4850 Paper Cutter, TBs 1 Tabster 1” Diameter Wafers, , Prismjet V48 48” Printer (wide format).

**Equipment Brand / Model Number may change during contract term.**

**This contract does not include equipment purchases.**

**SUBMITTAL (PRICING):**

Each response submitted shall include two (2) copies of Sample/Stocking Charts and two (2) copies of the latest/updated (most current) List Price Catalog comprising all products the vendor wishes to offer, with net discount prices shown or with a clearly described discount schedule to be mailed and received on or before the bid deadline.

In the event such a List Price Catalog is not possible, two (2) copies of a List Price Listing or a CD or url address reference to proposer’s current Online Catalog with a clearly described discount schedule may be substituted.

Vendors should understand that if a price difference occurs between the submitted List Price Catalog, List Price Listing, CD or Online Catalog and vendor’s invoice, prices in the List Price Catalog, List Price Listing, CD or Online Catalog at the time of order will prevail.

Initial price lists and related data are to be mailed and received on or before the bid deadline.

SOUTHEASTERN LOUISIANA UNIVERSITY  
SPECIFICATIONS

Vendors who respond to this solicitation will be allowed to provide published updates during the contract term. Updated catalogs and price lists should be provided to the Southeastern Purchasing Department throughout the contract term.

**Discounts offered are to remain firm for the period of the contract.**

The University reserves the right to cancel any order in the event of increase in price.

If the awarded responsive/responsible Vendor(s) cannot furnish the requested item(s), the item(s) will then be ordered from the next highest discounted vendor at the time of need.

**QUANTITIES:**

No specific quantities are guaranteed. The successful Vendor's discount and pricing schedule shall apply regardless of the volume of business under the contract. Routine purchases will be made by telephone.

**BASIS OF AWARD:**

It is anticipated a blanket order agreement will be awarded to each vendor whose response meets the above requirements and represents a genuine value to the Document Source in pricing structure, product integrity and known vendor performance. An award does not preclude the Document Source from taking advantage of a subsequent seasonal, promotional, experimental or similar offer that will save the University additional money. New items may be added during the life of the agreement at agreed-upon prices and discounts, subject to the approval of the University Purchasing Director.

Notification of an award/blanket purchase order does not imply all items offered will be ordered from the vendor. The Document Source will compare prices, less discounts, for an item to be purchased for all awarded vendors. An order will be placed with the vendor yielding the lowest apparent price for the item. However, it is understood the lowest apparent price for an item is based on equivalent or better quality for the item being sought.

**SHIPMENT TERMS:**

All shipments are to be made on an FOB Destination basis. If an order is placed with a net value of less than \$100.00 and/or priority shipment is requested, the vendor may invoice additional shipping charges but only as "prepay and add". The acceptance of collect shipments cannot be assured.

SOUTHEASTERN LOUISIANA UNIVERSITY  
SPECIFICATIONS

**INTEGRITY OF PRICE AGREEMENT:**

It is understood that the terms and conditions of this price agreement are between the vendor and the Document Source and are not to be extended to other departments or agencies, unless in response to a written request for quotation from the University Purchasing Department. Further, mutual cooperation and vendor performance are essential to this agreement. The Document Source cannot compromise service to the end user nor increase inventories to compensate for unreliable vendor performance.

**CONTRACT EXTENSION:**

Based upon mutual agreement of Southeastern Louisiana University and the successful bidder, this contract may be extended for four (4) additional twelve (12) month periods.

“The continuation of this contract at all times is contingent upon the appropriation of funding to the University by the Louisiana State Legislature.”

**SPECIAL CONDITIONS:**

Southeastern Louisiana University is committed to the spirit and legal provisions of Act #185 of the 1989 Louisiana Legislature, concerning solid waste and recycling, and the current United States Environmental Protection Agency Procurement Guidelines for paper and paper products. In this connection, the University reserves the right to purchase paper with a recycled content as provided in the EPA Guidelines. Therefore, in addition to submitting prices on standard products, bidders are to indicate prices and availability of Printing Papers using recycled material for our consideration. The University reserves the right to request minimum percentage of waste paper content as described in Section 250.4 of the United States Resource Conservation and Recovery Act (RCRA). Furthermore, the University reserves the right to require that the content to be certified by affidavit, if requested.

**GENERAL CONDITIONS:**

The attached General Conditions shall be a part hereof.

**STATE OF LOUISIANA**  
**SOUTHEASTERN LOUISIANA UNIVERSITY**  
**HAMMOND, LOUISIANA**

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address: Southeastern LA University  
Purchasing Department  
SLU 10800  
Hammond, LA 70402

Delivery: Southeastern LA University  
Purchasing Department  
Property Control & Supply Bldg  
2400 North Oak St.  
Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

- CONTINUED -

Rvsd. 7/05

- CONTINUED -

- 5) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

### GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

A Member of the University of Louisiana System

Rvsd. 7/05