

## INVITATION TO BID

### COVER LETTER

ADDITIONAL INFORMATION BID # 000407

**PROCEDURE & BID SUBMISSION:**

BIDDERS MUST PROPERLY COMPLETE AND SIGN BID, INCLUDING ALL REQUIRED ATTESTATIONS AND ADDENDA. ANY EXCEPTIONS TO THE ATTACHED TERMS AND CONDITIONS SHALL BE PRESENTED AT THE TIME OF THE BID SUBMISSION. NOTE THAT ANY EXCEPTIONS MAY RESULT IN A DISQUALIFIED BID IF THE AFOREMENTIONED EXCEPTIONS ARE IN CONFLICT WITH STATE GUIDELINES GOVERNING LSUHSC. BIDS MUST BE SIGNED BY A REPRESENTATIVE OF YOUR COMPANY AUTHORIZED TO ENTER INTO CONTRACTS ON BEHALF OF YOUR ORGANIZATION IN ACCORDANCE WITH LOUISIANA R.S. 39:1594

**PLEASE REVIEW THE INVITATION TO BID DOCUMENT AS CHANGES WERE MADE TO THE FORMAT AND CONTENT, PAY SPECIAL ATTENTION TO PAGE 2, "STANDARD TERMS & CONDITIONS", NUMBER 9 "SIGNATURE AUTHORITY".**

Lori A. Long  
Purchasing Manager-LSUHSC Auxiliary Enterprises

# Invitation to Bid

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| <b>LSUNO Auxillary</b>  |  | BIDS WILL BE PUBLICLY OPENED:<br><br><b>September 02, 2016 02:00 PM</b>  |
| VENDOR NO. :<br>SOLICITATION : <b>000407</b><br>OPENING DATE : <b>09/02/2016</b>  |   | <b>Return Sealed Bid to:</b><br>Purchasing Department<br>433 Bolivar St<br>Room 623<br>New Orleans LA 70112<br><br>BUYER : Long, Lori<br>BUYER PHONE : 504/568-4715<br>DATE ISSUED : 08/12/2016<br>REQ. NO : 0006715<br>FISCAL YEAR : 2017 |
| From Req ID - 000671-PaperBid   |   |  |
| To be Completed by Vendor:  |   |  |
| BUSINESS NAME _____<br>ADDRESS _____<br>TAX ID NUMBER _____   |   |  |
| <p>_____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.</p>  |   |  |
| <b>INSTRUCTION TO BIDDERS</b>   |   |  |
| 1. READ THE ENTIRE BID(INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS).<br><br>2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.<br><br>3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).<br><br>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.<br><br>5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.<br><br>6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.<br><br>7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.<br><br>8. IMPORTANT:<br>BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. |   |  |
| VENDOR PHONE NUMBER:<br>FAX NUMBER:   | TITLE   | DATE   |
| SIGNATURE OF AUTHORIZED BIDDER<br>(MUST BE SIGNED)  |   | NAME OF BIDDER<br>(TYPED OR PRINTED)   |

# Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 2 of 8

NUMBER : 000407  
OPEN DATE : 09/02/2016 TIME: 02:00 PM

BIDDER:

9. SIGNATURE AUTHORITY:

SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST

R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

- (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.
- (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
- (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

10. INQUIRIES:

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

11. BID FORMS:

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12. STANDARDS OR QUALITY:

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER

# Invitation to Bid

|  |             |
|--|-------------|
| STANDARD TERMS & CONDITIONS  | Page 3 of 8 |
| NUMBER : 000407<br>OPEN DATE : 09/02/2016      TIME: 02:00 PM  | BIDDER:     |
| <p>BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.</p> <p>13. DESCRIPTIVE INFORMATION:<br/>BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. 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 DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING:<br/>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 WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS:<br/>AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC 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.</p> <p>16. PRICES:<br/>UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. TAXES:<br/>VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>18. NEW PRODUCTS:<br/>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, 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. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>19. CONTRACT RENEWALS:<br/>UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615</p> |             |

# Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 4 of 8

NUMBER : 000407  
OPEN DATE : 09/02/2016 TIME: 02:00 PM

BIDDER:

## 20. CONTRACT CANCELLATION:

### TERMINATION FOR NONCOMPLIANCE:

LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) FAILURE 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.

FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

### TERMINATION FOR CONVENIENCE:

LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

### TERMINATION FOR NON-APPROPRIATION OF FUNDS:

THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.

## 21. DEFAULT OF CONTRACT:

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY 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.

# Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 5 of 8

NUMBER : 000407  
OPEN DATE : 09/02/2016 TIME: 02:00 PM

BIDDER:

22. ORDER OF PRIORITY:

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW:

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS:

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

25. SPECIAL ACCOMMODATIONS:

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. INDEMNITY:

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):

IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

# Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 6 of 8

NUMBER : 000407  
OPEN DATE : 09/02/2016 TIME: 02:00 PM

BIDDER:

28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:

BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://SAM.GOV](https://SAM.GOV)

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES (IF APPLICABLE):

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT:

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:

THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:

WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

# Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 7 of 8

NUMBER : 000407  
OPEN DATE : 09/02/2016 TIME: 02:00 PM

BIDDER:

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. INTERPRETATION OF DOCUMENT:

ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

35. PUBLICIZING AWARDS:

IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. PREFERENCE:

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?

YES \_\_\_\_\_

SPECIFY THE LINE NUMBER (S) \_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

# Invitation to Bid

| Line No.  | Description  | Qty            | UOM | Unit Price | Extended Amount |
|---|--|----------------|-----|------------|-----------------|
| <b>PRICE SHEET</b>  |  | Page 8 of 8    |     |            |                 |
| <b>NUMBER : 000407</b><br><b>OPEN DATE : 09/02/2016      TIME: 02:00 PM</b>   |  | <b>BIDDER:</b> |     |            |                 |
| <b>UNLESS SPECIFIED ELSEWHERE SHIP TO:</b><br><br><b>ATTN: Richard Collins</b><br><b>1901 Perdido St Rm 2200</b><br><b>New Orleans LA 70112</b> |  |                |     |            |                 |
| 1   | <p>BLANKET CONTRACT FOR COPY AND COMPUTER PAPER FOR THE PERIOD OF SIX MONTHS FROM THE DATE OF AWARD.<br/>Specify brand, model bid(if applicable)</p> <hr/> <p>AT THE OPTION OF BOTH PARTIES THIS CONTRACT MAY BE RENEWED FOR UP TO NINE ADDITIONAL SIX MONTH PERIODS. TOTAL LENGTH OF CONTRACT NOT TO EXCEED SIXTY MONTHS.</p> <p>PLEASE REFER TO ATTACHMENT A FOR SPECIFICATIONS, TERMS AND CONDITIONS.</p> <p>PRICING SHOULD BE INDICATED ON ATTACHMENT A</p> <p>THE BID SUBMITTAL MUST BE RECEIVED VIA MAIL, EXPRESS DELIVERY OR HAND DELIVERED TO THE ADDRESS BELOW:<br/>                     LSUHSC<br/>                     PURCHASING OFFICE<br/>                     433 BOLIVAR STREET<br/>                     6TH FLOOR, ROOM 623C<br/>                     NEW ORLEANS, LA. 70112<br/>                     ATTN.: LORI LONG<br/>                     BY THE DUE DATE AND TIME INDICATED ON THE INVITATION TO BID SIGNATURE PAGE.</p> <p>THE BID SUBMITTAL CANNOT BE RECEIVED VIA ELECTRONIC FORMAT (FAX OR EMAIL). ALL BID SUBMITTALS RECEIVED VIA ELECTRONIC FORMAT WILL BE DEEMED NON RESPONSIVE.</p> <p>ALL INQUIRIES SHOULD BE ADDRESSED TO LORI LONG VIA EMAIL <a href="mailto:lcueva@lsuhsc.edu">lcueva@lsuhsc.edu</a></p> | 1.00           | EA  |            |                 |

## **Amendment A – Bid # 000407**

### **Specifications and Requirements**

Blanket contract for copy and computer paper for the period of six months from the date of award. At the option of LSUHSC and the successful bidder, this contract may be renewed at the same prices, terms and conditions for up to nine, six month periods. The total length of contract cannot exceed sixty months.

This blanket order will be placed on an as needed basis and no specific quantity can be guaranteed. The quantity shown is only an estimated quantity. In the event that a greater or lesser quantity is required, LSUHSC reserves the right to increase or decrease at the unit price stated in the bid.

The bid submittal must be received by September 2, 2016 @ 2:00 P.M. All late bids will be rejected. The bid number (000407) should be clearly referenced on the front of the mailing envelope, along with the bid opening date and time. The bid submittal cannot be received via electronic format, (fax or email) but must be received via mail, express delivery or hand delivered to the LSUHSC Purchasing Office at the address below:

LSUHSC  
433 Bolivar Street  
Purchasing 6<sup>th</sup> Floor  
Attn.: Lori Long  
Room 623C  
New Orleans, La. 70112

All inquiries should be addressed via email to the AE Purchasing Manager, Lori Long at [lcueva@lsuhsc.edu](mailto:lcueva@lsuhsc.edu)

Award will be made to the lowest responsible and responsive bidder. LSUHSC Auxiliary Enterprises also reserves the right to award items separately, group, or in total and to reject any or all bids and waive all informalities.

LSUHSC Auxiliary Enterprises reserves the right to cancel the contract with thirty days written notice if the supplier fails to perform per the specifications of this bid. LSUHSC may terminate the contract at any time by giving thirty days written notice to the vendor.

Turnaround time for deliveries is of the utmost importance in the execution and award of this contract. Delivery of orders must be completed within three business days of order placement.

Inside Delivery requested for multiple addresses specified below. Quotes for delivery fee for all addresses are required.

Price quoted must include any and all surcharges including delivery, freight, fuel, loading, crating, drop shipment or any other charges that may be applicable to the cost of filling this order. If the supplier cannot meet the expected delivery schedule, it is the supplier's responsibility to contact Auxiliary Enterprises Campus Technology and Supply Store to secure a mutually agreeable delivery time. Failure to deliver as promised will be considered a default by the supplier and multiple defaults may result in termination of the contract.

The Georgia Pacific/Spectrum and Sparco Brand and Item numbers referenced are representative of the required specifications and product quality required. Items bid must be brand name or equivalent. If bidding other than the specified brand, product number, or style, sufficient samples and product data sheets **must be** enclosed with your bid to determine compliance with specifications. Failure to comply with this request will eliminate your bid from consideration.

Inside delivery will be requested at both locations listed below:

1) LSUHSC Auxiliary Enterprises  
1901 Perdido Street, 1<sup>st</sup> Floor, Room 1207  
New Orleans, LA 70112

2) LSUHSC Auxiliary Enterprises  
1100 Florida Avenue, 2<sup>nd</sup> Floor  
New Orleans, LA 70119

There is a loading dock at each site. Both sites are able to accommodate a full pallet of paper at once. Both sites will require inside delivery. **Inside delivery is defined as delivery to the final destination, even if breaking down a pallet is required.** Pallets cannot be wider than 36" and must fit through a standard sized door.

\*\*\* Types and Sizes as follows \*\*\*

**Estimated usage is for the six month period.**

**Bidders are to indicate pricing below in the unit of measure requested (per case or carton)**

1) Copy Paper – 8 1/2" x 11"  
500 sheets / ream  
10 reams / case  
145 Whiteness, 92 Brightness,  
20 Weight, Non-Recycled  
Georgia Pacific / Spectrum 999705 or equivalent  
Estimated Usage = 1,000 cases

\$ \_\_\_\_\_/case

2) Copy Paper – 8 1/2" x 14"  
500 sheets / ream  
10 reams / case  
145 Whiteness, 92 Brightness,  
20 Weight, Non-Recycled  
Georgia Pacific / Spectrum 999706 or equivalent  
Estimated Usage = 75 cases

\$ \_\_\_\_\_/case

3) Copy Paper – 11" x 17"  
500 sheets / ream  
5 reams / case  
145 Whiteness, 92 Brightness,  
20 Weight, Non-Recycled  
Georgia Pacific / Spectrum 999812 or equivalent  
Estimated Usage = 15 cases

\$ \_\_\_\_\_/case

4) 3 Hole Drilled Copy Paper  
8 1/2" x 11"  
500 sheets / ream  
10 reams / case  
145 Whiteness, 92 Brightness,  
20 Weight, Non-Recycled  
Georgia Pacific / Spectrum 999813 or equivalent  
Estimated Usage = 160 cases

\$ \_\_\_\_\_/case

5) Computer Paper – 9 1/2" x 11"  
1 part Clean Edge White  
Tractor Feed  
2300 sheets / carton  
20 lbs, Non-Recycled  
Sparco Brand #9510AS or equivalent  
Estimated Usage = 12 cartons

\$ \_\_\_\_\_/carton

6) Computer Paper – 9 1/2" x 11"  
Tractor Feed 1/2" Perforations  
1850 sheets / carton  
2 color NCR white / yellow  
Carbonless, Non-Recycled  
Sparco Brand #013484 or equivalent  
Estimated Usage = 5 cartons

\$ \_\_\_\_\_/carton

7) Delivery / Turnaround Time  
\_\_\_\_\_ to \_\_\_\_\_ days

Turnaround time for deliveries is of the utmost importance. Delivery of order must be completed within three business days of order placement.

3) Copy Paper – 11" x 17"  
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5 reams / case  
145 Whiteness, 92 Brightness,  
20 Weight, Non-Recycled  
Georgia Pacific / Spectrum 999812 or equivalent  
Estimated Usage = 15 cases

\$ \_\_\_\_\_/case

4) 3 Hole Drilled Copy Paper  
8 1/2" x 11"  
500 sheets / ream  
10 reams / case  
145 Whiteness, 92 Brightness,  
20 Weight, Non-Recycled  
Georgia Pacific / Spectrum 999813 or equivalent  
Estimated Usage = 160 cases

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Tractor Feed  
2300 sheets / carton  
20 lbs, Non-Recycled  
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7) Delivery / Turnaround Time  
\_\_\_\_\_ to \_\_\_\_\_ days

Turnaround time for deliveries is of the utmost importance. Delivery of order must be completed within three business days of order placement.

Items listed on this invitation to bid reference Georgia Pacific / Spectrum and Sparco Brands. If bidding other than the specified brand, product number, or style, sufficient samples and product data sheets **must be** enclosed with your bid to determine compliance with specifications. Failure to comply with this request will eliminate your bid from consideration.

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