INVITATION TO BID		BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE	LSU	10/06/2016 04:00 PM CT

SOLICITATION RFQ-0000000052

SUPPLIER #

SUPPLIER NAME AND ADDRESS

RETURN BID TO

Louisiana State University and Agricultural and Mechanical College
Procurement
213 Thomas Boyd Hall
Baton Rouge, LA 70803

Buyer Amy Hill Bourgeois
Buyer Phone 225-578-8651
Buyer Email ahill5@lsu.edu
Issue Date 09/26/2016

TITLE: South Campus and Rural Life Museum Guard Security – Term Contract

To Be Completed By Supplier

1. _____"No Bid" (sign and return this page only).
2. _____My Company does not wish to receive future solicitations for this spend category.
3. Specify your Delivery: To be made within _____ days after receipt of order.
4. If applicable, Supplier's Addendum Acknowledgement/Response:
   As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and
   _____submit no alterations/clarifications to our original bid.
   _____submit superseding revisions/clarifications to our original bid as written herein or attached hereto.

General Instructions to Suppliers

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time.
2. Read the entire solicitation, including all terms, conditions and specifications.
3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier.
4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

SUPPLIER NAME	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE ZIP
PRINTED NAME	PHONE #
TITLE	FAX #
E-MAIL	FEDERAL TAX ID #

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. **Supplier Enrollment**
   Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php
2. **Bid Delivery and Receipt**
   Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submited in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.
   Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.
3. **Bid Forms**
   Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted.
4. **Interpretation of Solicitation/Supplier Inquiries**
   If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.
   No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.
5. **Bid Addenda**
   Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.
6. **Bid Opening**
   Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.
7. **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 public bid opening, must notify the Procurement 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.

8. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained 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. Supplier must 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 product specified in the solicitation.

9. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

10. Descriptive Information

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

11. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly accessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

13. Terms and Conditions

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, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

14. Supplier Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

15. Awards

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

16. Acceptance of Bid
Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

17. Applicable Law
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

18. Awarded Products/Unauthorized Substitutions
Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

19. Testing/Rejected Goods
Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

20. Delivery
Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

21. Default of Supplier
Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

22. Supplier Invoices
Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

23. Delinquent Payment Penalties
Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

24. Assignment of Contract/Contract Proceeds
Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

25. Right to Piggyback
Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.

26. Contract Cancellation
LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (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 supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

27. Prohibited Contractual Arrangements
Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

28. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier 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 Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Supplier 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, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, 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.

29. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

30. Certification of No Suspension or Debarment

By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

31. Right to Audit

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

SOLICITATION RFQ-0000000052 DUE DATE 10/06/2016 DUE TIME 4:00:00 PM

See attached specifications, special terms and conditions, and term contract.

ALL-OR-NONE-AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.

SOLICITATION RFQ-0000000052 DUE DATE 10/06/2016 DUE TIME 4:00:00 PM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: **Louisiana State University** **0131 University Public Safety Building** **Baton Rouge, LA 70803**				
1	All or None **Security Guard Service, Rural Life Museum-STRAIGHT TIME BILL RATE. Security Guards-uniformed, unarmed security guard services for the LSU Rural Life Museum at 4560 Essen Ln, Baton Rouge, LA. Services to be 12 hours a day (hours to be determined by LSU Police), 7 days a week. See attached specifications for additional details.** Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	3276	Hour	$_____	$_____
2	All or None **Security Guard Service, Rural Life Museum-HOLIDAY/OVERTIME BILL RATE. Guards are expected to work on all holidays with the exception of New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day. See attached specifications for additional details.** Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	36	Hour	$_____	$_____
3	**Security Guard Service, South Campus-STRAIGHT TIME BILL RATE. Security Guards-uniformed, unarmed security guard services for the LSU South Campus Location, 7 days a week. See attached specifications for additional details.** Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	3276	Hour	$_____	$_____

SOLICITATION RFQ-0000000052 DUE DATE 10/06/2016 DUE TIME 4:00:00 PM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
4	All or None **Security Guard Service, South Campus-HOLIDAY/OVERTIME BILL RATE. Guards are expected to work on all holidays with the exception of New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day. See attached specifications for additional details.** Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	36	Hour	$_____	$_____

Job Specifications for Security Positions at Rural Life Museum and South Campus

General Specifications:

The vendor shall be held responsible for any damages resulting directly or indirectly from performance or nonperformance of this obligation.

Guards must be reliable, trustworthy, and easy to contact in case of changes or emergency. Guards must have a cell phone in order to be reached.

Arrival times of guards will vary depending on the schedule, see anticipate schedules in the job descriptions for each location.

All guards must be in uniform in appearance. The uniform must be worn by all employees during their shift and should adequately distinguish all security personnel from the average civilian. This may include the Vendor's logo, the word "SECURITY," etc.

Guards shall be unarmed.

If guard is unable to report at designated time, guard must notify the vendor and the vendor shall provide a replacement guard.

Any guards dismissed for personal or professional reasons must be replaced within a few hours to maintain a secure environment.

An original time sheet shall be signed by each guard, turned in, and approved by supervisor and submitted with invoice. The invoice shall include the named guard and the position he/she worked. Invoices are to be delivered to the Administrative Services department of LSU Police for approval and payment will be made through normal University payment procedures.

Terms of Employment: The University may request that a guard be relieved of duty because of any action counter-productive to the work outlined above. Immediate action shall be initiated by the contractor to replace the guard with a suitable replacement.

Licensing: Vendor shall be licensed by the Louisiana State Board of Private Security Examiners. Vendor shall submit a copy of the current license issued by the Board with the bid.

Vendor shall report within 7 days any violations of the Louisiana State Board of Private Security Examiners laws (Louisiana Revised Statute 37, Chapter 47), rules or regulations (Louisiana Administrative Code Title 46, Part LIX) that occur on LSU's campus or during the performance of this contract.

Job Specifications for Security Positions at Rural Life Museum and South Campus

Job Description for Rural Life position:

Patrol Museum grounds to include 32 historic buildings, Visitor Center, Windrush Gardens, and the Burden House and Garden House. Patrols should be done on foot, on the hour, yet at irregular times.

Contact LSU Police at (225)578-3231 to report incidents of a criminal nature or incidents that require a police response.

Responsible for insuring the safety of the museum visitors and staff.

Assist with the closing of the museum's visitor center to insure that the facility is secure. Responsible for checking building locks to insure the security of the facility.

Responsible for securing access to the museum and garden grounds after regular museum hours of operation.

Write reports of daily activities through a daily activity form.

Responsible for reporting all alarms, power outages, and severe weather such a lightning strikes, tornados, etc.

Contact LSU Police Department and a museum manager in the event of an alarm.

Responsible for working a 12 hour shift per day as directed by the LSU Police Department, hours may be adjusted by LSU Police with sufficient timely notice to vendor. The anticipated work schedule as follows:

Mondays – 3pm-3am
Tuesdays – 3pm-3am
Wednesdays – 3pm-3am
Thursdays – 3pm-3am
Fridays – 3pm-3am
Saturdays – 8am-8pm
Sundays – 8am-8pm

Job Specifications for Security Positions at Rural Life Museum and South Campus

Job Description for South Campus position:

Responsible for insuring the safety of the faculty, staff and visitors at South Campus.

Write reports of daily activities through a daily activity form.

Contact LSU Police at (225)578-3231 to report incidents of a criminal nature or incidents that require a police response.

Responsible for reporting all alarms, power outages, and severe weather such a lightning strikes, tornados, etc. to the LSU Police Department.

Make frequent checks of all buildings while occupied making sure to be seen by employees.

Check main entrance gate after hours making sure it is closed and notify LSUPD if it is malfunctioning. Open gate on weekends or when requested by Management.

Check all doors to the buildings assuring that they are secure and remain secure throughout their shift.

Make frequent checks of vehicles left on property.

Notify LSUPD at 578-3231 if any damage/malfunctions are observed (utility leaks, or anything that needs immediate attention)

Responsible for working shifts as directed by the LSU Police Department, hours may be adjusted by LSU Police with sufficient timely notice to vendor. The anticipated work schedule as follows:

Mondays – 3pm to 7am (Tuesday morning)
Tuesdays – 3pm-7am (Wednesday morning)
Wednesdays – 3pm-7am (Thursday morning)
Thursdays – 3pm-7am (Friday morning)
Fridays – 3pm-7am (Saturday morning)
Saturdays – 7am-7am (Sunday morning)
Sundays – 7am-7am (Monday morning)

Special Terms and Conditions
South Campus and Rural Life Museum Guard Security – Term Contract

1. ALL-OR-NONE-AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.

2. On the specifications document, the section entitled "General Specifications" shall apply to both the Rural Life Museum and South Campus locations. The sections entitled "Job Description for Rural Life position" and "Job Description for South Campus position" apply to each respective location.

3. LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

4. Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as additional insured on all liability policies.

5. Revise last two sentences of #8, Vendor-Non Performance, of the LSU - Term Contract - Special Conditions to read as follows: In the event Vendor is issued one (1) complaint of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a three (3) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

6. Sealed Bid Delivery Instructions and Advisory: To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted using the special bid return label if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.

Solicitation #

LSU TERM CONTRACT – SPECIAL CONDITIONS

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions.

A "Term Contract" is defined as an agreement with a Vendor to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract
This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning Date of Award and ending June 30, 2017, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period
LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions
At the option of LSU and acceptance by the Vendor, this contract may be renewed for 2 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed 36 months.

4. Estimated Quantities
Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Vendors are cautioned that regardless of the quantity shown in the solicitation, LSU shall not be obligated under the contract to purchase any specific or minimum amount. Vendor must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing
Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

6. Insurance Requirements
If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, Vendor shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

7. Vendor Parking on the LSU Campus – Permits & Gate Passes
Vendors and contractors needing access to reserved, gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at www.lsu.edu/parking and the "Permits" webpage for details.

Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for outlying parking lots at no charge. All vendors are responsible for adhering to LSU Parking Rules and Regulations (see the PTT "Information" webpage). Direct any questions to PTT at 225-578-5000, or visit their office located in the Public Safety Building on South Stadium Road, Baton Rouge, LA 70803.

8. Vendor Non-Performance
Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions
Whenever price reductions are made by the Vendor/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors found to have knowledgably and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

11. Product Substitutions
Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Vendor's expense, and non-payment.

By submitting a bid, Vendors are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Vendors are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Vendor's own elective change to another supplier may be disapproved at the sole discretion of LSU Purchasing.

Departments are not authorized to approve or accept product substitutions without Purchasing's approval. Vendors who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

12. Right to Add Department Users
Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments to use the contract as their needs arise; and Vendor shall honor all such purchase/release orders.

13. Non-Exclusivity
This agreement is non-exclusive and shall not in any way preclude LSU from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report
The Vendor shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

15. Contract Evaluation
LSU Purchasing welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Vendor's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Vendor performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Vendor.

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website (www.fas.lsu.edu/purchasing) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

16. Termination for Non-Appropriation of Funds
The following condition shall apply to any contract covering multiple fiscal years:
The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the

contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

Change