LSUHealthNewOrleans

LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER
8 MALE RHESUS MACAQUES

Invitation to Bid

LSUHSC New Orleans

BIDS WILL BE PUBLICLY OPENED:

June 01,2020 02:00 PM

VENDOR NO. :
SOLICITATION : **002338**
OPENING DATE : **06/01/2020**

Return Sealed Bid to:
Purchasing Department
433 Bolivar St
New Orleans LA 70112

BUYER : **Defourneaux, Patrick M**
BUYER PHONE : **504/568-2947**
DATE ISSUED : **05/22/2020**
REQ. NO :
FISCAL YEAR : **0**

8 Male Rhesus Macaques

To be Completed by Vendor:

BUSINESS NAME _____
ADDRESS _____
TAX ID NUMBER _____

_____ % 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.

INSTRUCTION TO BIDDERS

1. READ THE ENTIRE BID(INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS).
   DIVERSE SUPPLIER
   (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.
   (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.
   (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:
      (1) THE NAME OF THE BUSINESS;
      (2) ITS PRINCIPAL OFFICE OR ADDRESS;
      (3) THE OWNER(S); AND
      (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.
   (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.

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.

3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

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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.

5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.

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.

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.
   PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:
   IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR $100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:
   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.

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 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.

13. DESCRIPTIVE INFORMATION:
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.

14. 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 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.

15. AWARDS:
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.

16. PRICES:
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.

17. TAXES:
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.

18. NEW PRODUCTS:
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.

19. CONTRACT RENEWALS:
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

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.

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.

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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.

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

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

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.

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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.

PRICE SHEET

NUMBER : 002338
OPEN DATE : 06/01/2020 TIME: 02:00 PM

BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	8 Male Rhesus Macaques Specify brand, model bid(if applicable) * Species -Rhesus Macaques - Indian Origin Age - 4-9 years of age, Sex - Male Wt. - 10-14 kg Number -8 Pathogen Status - SPF for STLV, SIV, SRV, and Herpes B Deliver 6-8 weeks after receipt of PO	8.00	EA		
2	Crates and Shipping Specify brand, model bid(if applicable)	1.00	LOT		
3	Blood Collections, Sedations, and Lab Processing Fee Specify brand, model bid(if applicable)	1.00	LOT		
		TOTAL :		$	

Special Conditions Bid #002338
Deadline for bid submission will be Monday, June 1, 2020 @ 2:00 PM

SECTION 1 – BIDDING AND CONTRACT DOCUMENTS

1.1 Definitions:

Bidder – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term "Bidder" is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.
Service provider – vendor that performs the services as specified herein. The term "Service provider" can also be used in the specification as an inclusive term that references the Service provider and all persons, Subservice providers, or other parties of interest acting on behalf of the Service provider in the performance of the contract as described in the specifications.

1.2 Interpretation of Documents and Prior Approvals:

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products, they may submit to Patrick Defourneaux e-mail at PDEFOU@LSUHSC.EDU a written request for an interpretation or prior approval not later than NOON on Tuesday, May 26th, 2020. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

1.3 Pre-Bid Conference:

There will be no mandatory Pre-Bid Conference for this solicitation.

1.4 Bidder's Representation:

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda

1.5 Bidding Procedure & Bid Submission:

Bidders must properly complete and sign Bid, including all required attestations and addenda. Any exceptions to the attached terms and conditions or the indemnification agreement 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.

These documents must be included with the bid:

1. INVITATION TO BID
2. BID PRICE SHEET

All bids are due by 2:00 PM, Monday, June 1, 2020, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Fax or e-mail bids will not be accepted. Delays by mail, traffic, or any other reason will be at the bidders own risk. The bid package must be delivered at the Bidder's expense to:

Patrick Defourneaux
Procurement Analyst, LSU Health Sciences Center
433 Bolivar St. 6th Floor, New Orleans, LA 70112
Office phone: 504-568-2947
Email: pdefou@lsuhsc.edu

BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

In accordance with R.S. 39:1581, Chapter 5, Section 521C of the Louisiana State Purchasing Rules and Regulations, when an error is made in extending total prices, the unit bid price will govern.
Award: LSUHSC-NO will award to the lowest responsive and responsible bidder based on the unit pricing of any and all items.

Per John Bel Edwards Proclamation 41: JBE 2020 State of Emergency for COVID-19 Extension of Emergency Provisions…Section 3 State Procurement Part D -9: All Public Bid openings shall be suspended. Bid Openings will be made available via phone or web conference.

Web Conference Info
Topic: 8 Male Macaques Bid#002338 Opening

Time: June 1, 2020 02:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://lsuhsc.zoom.us/j/94331345017

Meeting ID: 943 3134 5017

1.6 Minimum Insurance Requirements:
N/A

1.7 Calendar of Events:

Event	Date
ITB Announcement	Friday, May 22, 2020
Written Inquiry Deadline (12:00 Noon)	Tuesday, May 26, 2020
Issue Responses to Provider Inquiries	Wednesday, May 27, 2020
Bid Submission Deadline (2:00 PM)	Monday, June 1, 2020
Bid Award & Notification	Tuesday, June 2, 2020

NOTE: LSUHSC reserves the right to amend and/or change this schedule of ITB activities, as it deems necessary.

1.8 Compliance with Applicable Laws and Regulations:
Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

1.9 Resolving Contract Disputes:
State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

1.10 Late Payment Policy: State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91st day after the due date.