

INVITATION TO BID		BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		10/27/2020 11:00 AM CT
SOLICITATION RFQ-0000001253 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Cynthia S Winey Buyer Phone +1 (225) 578-1053 Buyer Email cwiney@lsu.edu Issue Date 09/25/2020	
TITLE: Sale of Timber at Lee Memorial Forest		
ADDENDUM 01: Notice is given to all parties that this Solicitation is amended by the University as stated herein. This Addendum is hereby made an official part of this solicitation. See attached for Terms and Conditions for Sales - Payment Term.		
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 #	

Invitation to Bid - Standard Terms and Conditions for Sales

These standard terms and conditions shall apply to all LSU solicitations for sales, 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 Bidders or Standard Terms & Conditions and the Timber Sale Prospectus, the Timber Sale Prospectus shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to the Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

Due to the COVID-19 emergency, LSU Procurement Services is suspending in-person attendance at public bid openings conducted by LSU Procurement Services. The LSU campus is closed to non-essential personnel making the receipt of physical bids impossible. Therefore, bids must be submitted electronically to LSU Procurement Services until further notice. Bids must be emailed to lsubids@lsu.edu (*This email address should be used for bid submissions only*). When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. Neither the physical bids nor late bids will be accepted. Any supplier who would like to view the opening of this bid can access the following link:

<https://lsu.zoom.us/meeting/register/u5Yoc-mtpjwic3qMBbUv2mGXg3EyfFeWww>.

The link will be live at 11:00 AM CST on the date of bid opening and will provide live audio and video access to this bid opening. Bid opening will begin at 11:10 AM CST to allow for all attendees to get logged in and signed in.

ALL BID RESPONSES MUST BE RECEIVED ELECTRONICALLY (EMAILED). BID RESPONSE SUBMITTED BY OTHER MEANS WILL NOT BE CONSIDERED. WHEN SUBMITTING ELECTRONICALLY, THE RFQ AND SOLICITATION TITLE SHOULD BE LISTED IN THE SUBJECT LINE OF THE EMAIL.

2. Signature Authority of Bid

Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana law, the person signing the bid must be: (1) a current corporate officer, partnership member, or other individual specifically authorized to submit a bid as evidenced in the appropriate records filed with the Louisiana Secretary of State; or (2) an individual authorized to bind the vendor as evidenced by a corporate resolution, certificate or affidavit; or (3) other documents indicating authority which are acceptable to the public entity.

3. Interpretation of Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder 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 LSU Procurement Office no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder 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 LSU Procurement Office, and mailed or delivered to all bidders known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders 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. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the LSU Procurement Office during normal working hours.

5. 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 LSU 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.

6. Submission of Bid

ALL BID RESPONSES MUST BE RECEIVED ELECTRONICALLY (EMAILED). BID RESPONSE SUBMITTED BY OTHER MEANS WILL NOT BE CONSIDERED. WHEN SUBMITTING ELECTRONICALLY, THE RFQ AND SOLICITATION TITLE SHOULD BE LISTED IN THE SUBJECT LINE OF THE EMAIL.

In the case of a lump sum bid, the amount shall be expressed in words and figures when requested. In case of any discrepancy between the price written in the bid and that given in figures, the price in writing will be considered as the bid. In case of an error on extension, the unit price shall prevail.

7. Taxes

By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed 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.

8. Terms and Conditions

This solicitation contains all terms and conditions with respect to the sale 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 and governed by the laws of the State of Louisiana.

9. Vendor Forms / LSU Signature Authority

The terms and conditions of the LSU solicitation and contract shall solely govern the sale, and shall not be amended by any vendor contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of LSU. Departments are expressly prohibited from signing any vendor forms.

Any such vendor 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 wherefrom. Vendors 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.

10. Awards

Award will be made to the highest responsible and responsive bidder. 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.

11. Acceptance of Bid

Only the issuance of an official LSU 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 vendor for services rendered without an official contract.

12. Applicable Law

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

13. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation.

14. Assignment of Contract / Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, to another party without the prior written consent and approval of the LSU 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 wherefrom.

15. 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 vendor; (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 vendor.

16. 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.

17. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor 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. Vendor 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, sexual orientation, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, 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.

18. 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.

19. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder 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.

20. Payment Term

Payment is to be made by certified check, cashiers check, bank check or money order. Bidders are hereby notified that personal checks, company checks or similar are not acceptable. Checks are to be made payable to LSU School of Renewable Natural Resources, denote Lee Memorial Forest in memo section of check and submitted as a lump sum upon return of contract.