

# Addendum

**LSUHSC New Orleans**



BIDS WILL BE PUBLICLY OPENED:

**July 11, 2024**

**02:00 PM**

VENDOR NO. : 0000041906  
SOLICITATION : **002836**  
OPENING DATE : **07/11/2024**

Return Sealed Bid to:  
Purchasing Department  
433 Bolivar St  
Room 623  
New Orleans LA 70112

AMERICAN PROTECTIVE PRODUCTS, LLC  
49 FOWLER RD  
NORTH BRANDORD CT 06471

BUYER : Desimone, Gary  
BUYER PHONE : 504/568-4690  
DATE ISSUED : 06/20/2024  
REQ. NO :  
FISCAL YEAR : 0

PROTECTIVE APPAREL

## Addendum 01

find attached the Purchase Orders issued from the last LSUHSC Bid for similar items.  
bidders need not acknowledge this addendum.

VENDOR PHONE NUMBER:

TITLE

DATE

EMAIL ADDRESS:

SIGNATURE OF AUTHORIZED BIDDER  
(MUST BE SIGNED)

NAME OF BIDDER  
(TYPED OR PRINTED)

## Purchase Order

<b>LSUHSC New Orleans</b> Ship To Attention: LSUHSC New Orleans 1322200 Animal Labs-Downtown Campus 533 Bolivar Street First Floor New Orleans LA 70112 United States  Supplier: 0000041397 MOZART HOLDINGS, dba MEDLINE INDUSTRIES 3 LAKES DR. NORTHFIELD IL 60093 United States		Purchase Order:	00396151
		Date:	09-01-2023
		Buyer:	Desimone, Gary
		Buyer Email:	GDeslm@lsuhsc.edu
		Telephone:	504/568-4890
		Due Date:	06/30/2024
		Freight Terms:	Destination
		Payment Terms:	Net 30
		Budget Date:	09/01/2023
		Bill To:	noacctacopay@lsuhsc.edu OR Accounts Payable 433 Bolivar St Room 619 New Orleans LA 70112 US
Location: 1322200 Animal Care		Revision:	
Req Number:	Tax Exempt ID: 728087770	Solicitation Number:	PO TYPE: GEN
			Total PO Amount: \$20,000.00

LINE	Item/Description	Quantity	UOM	Unit Price	Extended Amt
1	DISPOSABLE PERSONAL PROTECTIVE CLOTHING AND RELATED SUPPLIES. Comment Date: 2023-09-01 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX This is a blanket order. Items will be ordered as needed and no specific quantity can be guaranteed. The quantity shown is only an estimated quantity. The University reserves the right to order any quantity it needs for the period of the contract. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XX This order is issued from LSUHSC bld 002735. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX CONTRACT THROUGH 6/30/24. NOTE 19. CONTRACT RENEWALS: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX line 8-MASKS: CONE.-STYLE FACE MASK WITH t BAND, BLUE 300EA/CS \$49.95 line 15-COVERALLS: PROHIBIT COVERALLS WITH ELASTIC WRISTS AND ANKLES, ZIPPER FRONT, WHITE, SIZE 3XL 25EA/CS \$226.34 line 16-COVERALLS: PROHIBIT COVERALLS NONCVP2XXXXL WITH ELASTIC WRISTS AND ANKLES ZIPPER FRONT, WHITE, SIZE 24XL 25EA/CS \$208.14 Line 20-27 see attached.	1.0000	EA	20000.00	20000.00

Signature: <i>[Handwritten Signature]</i>	Authorized
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<b>Terms &amp; Conditions</b> Vendor Number: 0000041397 Name: MOZART HOLDINGS, dba MEDLINE INDUSTRIES	<b>PO Type</b> GEN	<b>Order Number: 00396151</b> <b>Date: 06/30/2024</b>
<b>LSUNO Conditions of Purchase</b>		
<ol style="list-style-type: none"> <li data-bbox="154 294 1443 567"> <p>1. <b>LOUISIANA CONTRACT:</b> It is agreed by the parties hereto that this order, and the acceptance thereof, shall be deemed a contract made in Louisiana and governed by 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. For good cause and as consideration for executing this contract the contractor whose name appears on the face of this purchase order hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to Louisiana State University Health Sciences Center.</p> <p style="margin-left: 20px;"><b>Prohibition of Discriminatory Boycotts of Israel:</b>            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.</p> </li> <li data-bbox="154 745 1443 808"> <p>2. <b>ORDERS:</b> The Louisiana State University Health Sciences Center will in no way be responsible for goods delivered or work done without an official Purchase Order or Contract.</p> </li> <li data-bbox="154 808 1443 924"> <p>3. <b>PATENTS:</b> By accepting this order you hereby guarantee and agree that the merchandise to be furnished hereunder will not infringe upon any valid patent or trademark and that you will, at your own expense, defend any and all actions or suits charging such infringement and will save the LSUHSC harmless in case of any such infringement.</p> </li> <li data-bbox="154 924 1443 1050"> <p>4. <b>TRANSPORTATION:</b> All charges must be prepaid and material must be delivered to "Ship-To" address. Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. When merchandise is sold F.O.B. point of origin, prepay shipping cost and include on invoice. Also attach Bill of Lading or express receipt verifying shipping cost.</p> </li> <li data-bbox="154 1050 1443 1134"> <p>5. <b>DELIVERY:</b> Advise if delivery as stated on face of order cannot be accomplished and state best possible delivery which, unless you are otherwise notified, will be accepted by University. The right is reserved to cancel this order if not filled within time specified herein.</p> </li> <li data-bbox="154 1134 1443 1228"> <p>6. <b>INSPECTION:</b> By accepting this order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specification, drawing or sample and that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.</p> </li> <li data-bbox="154 1228 1443 1312"> <p>7. <b>REJECTED GOODS:</b> All rejected goods will be held at seller's risk and expense subject to seller's prompt advise as to disposition. Unless otherwise arranged all rejected goods will be returned and all transportation and handling costs will be charged back to Vendor.</p> </li> <li data-bbox="154 1312 1443 1375"> <p>8. <b>INVOICES:</b> Invoices must reference purchase order number and reflect the quantity billed by purchase order line number.</p> </li> <li data-bbox="154 1375 1443 1646"> <p>9. <b>ACCEPTANCE:</b> By accepting this purchase order, the seller certifies that neither this business entity nor any of its employees or subcontractors is currently listed as excluded or sanctioned by the Department of Health and Human Services, Office of Inspector General (OIG), the General Services Administration (GSA), Food and Drug Administration (FDA), or any other Federal agency. After acceptance, if it is discovered that this business entity or any of its employees or subcontractors appear on any of these listings, this purchase order will be cancelled by the contracting agency immediately. Furthermore, the seller understands that if at any time during the term of this purchase order, the seller or any of its employees or subcontractors appears on any of these listings, the seller must notify the contracting agency, and the purchase order will be terminated immediately. The contracting agency will not be liable for any damages resulting from said termination.</p> </li> </ol>		

Terms & Conditions Vendor Number: 0000041397 Name: MOZART HOLDINGS, dba MEDLINE INDUSTRIES	PO Type GEN	Order Number: 00396151 Date: 06/30/2024
<p>10. COMPLIANCE WITH CIVIL RIGHTS LAWS: By accepting this PO, seller 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.</p> <p>11. 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.</p> <p>12. 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 hereby 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</p> <p>13. DIVERSE SUPPLIER:</p> <p>(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.</p> <p>(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.</p> <p>(c) if applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify:</p> <ol style="list-style-type: none"> <li>(1) the name of the business;</li> <li>(2) its principal office or address;</li> <li>(3) the owner(s); and</li> <li>(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.</li> </ol> <p>(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</p>		

<p>Terms &amp; Conditions                  Vendor Number: 0000041397                  Name: MOZART HOLDINGS, dba MEDLINE INDUSTRIES</p>	<p>PO Type                  GEN</p>	<p>Order Number: 00396151                  Date: 06/30/2024</p>
<p>14. <b>AUDIT OF RECORDS:</b> The state legislative auditor, federal auditors, and internal auditors of the state shall have the right to inspect and audit all timekeeping and expense records of the contracting entity or any subcontractor of the contracting entity to substantiate amounts invoiced by supplier with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all timekeeping and expense records related to this agreement for the enumerated five (5) year period.</p> <p>15. <b>CYBERSECURITY TRAINING:</b> In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.</p>		

## Invitation to Bid

**PRICE SHEET**

NUMBER : 002735

BIDDER: Medline Industries, LP

OPEN DATE : 08/19/2023 TIME: 02:00 PM

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	<p>This is a blanket order. Items will be ordered as needed and no specific quantity can be guaranteed.</p> <p>The quantity shown is only an estimated quantity. The University reserves the right to order any quantity it needs for the period of the contract.</p> <p>Specify brand, model bid(if applicable)</p> <p>CONTRACT THROUGH 6/30/24.</p> <p>NOTE 19. CONTRACT RENEWALS:</p> <p>PERSONAL PROTECTIVE EQUIPMENT FOR THE ANIMAL CARE DEPARTMENT LSUHSC NEW ORLEANS</p> <p>SEE THE ATTACHED FOUR PAGES FOR A TOTAL OF NINETEEN ITEMS. YOUR UNIT PRICE MUST BE ON THE ATTACHED PAGES, SUBMITTING YOUR BID IN ANOTHER FORMAT WILL CAUSE THE REJECTION OF YOUR BID.</p> <p>THE PRODUCT # ON THE ATTACHED ARE MEDLINE; 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.</p>	1.00	CS		
2	<p>SHOE COVERS: SPUNBOND POLYPROPYLENE NONSKID SHOE COVERS, BLUE, SIZE XL 500/CS</p> <p>Specify brand, model bid(if applicable)</p>	1.00	CS	\$25.38	\$25.38
				Case of 200	
3	<p>GOWNS, COVER: MEDIUM-WEIGHT COVER</p>	1.00	CS	\$94.11	\$94.11

## Invitation to Bid

**PRICE SHEET**

NUMBER : 002735  
 OPEN DATE : 08/16/2023 TIME: 02:00 PM  
 UNLESS SPECIFIED ELSEWHERE SHIP TO:

BIDDER: Medline Industries, LP

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	GOWN WITH SIDE AND NECK TIES, YELLOW, SIZE REG / LARGE 100/CS Specify brand, model bid(if applicable)				
4	COVERS, SHOE: COATED SHOE COVERS, BLUE, SIZE REG / LARGE 300/CS Specify brand, model bid(if applicable)	1.00	CS	\$38.58	\$38.58
5	COVERALLS; BREATHABLE COVERALLS WITH ELASTIC WRISTS AND ANKLES, WHITE, SIZE XL 25/CS Specify brand, model bid(if applicable)	1.00	CS	\$81.98	\$81.98
6	COVERALLS; BREATHABLE COVERALLS WITH ELASTIC WRISTS AND ANKLES, WHITE, SIZE 3XL 25/CS Specify brand, model bid(if applicable)	1.00	CS	\$75.60	\$75.60
7	COVERALLS; BREATHABLE COVERALLS WITH ELASTIC WRISTS AND ANKLES, WHITE, SIZE 4XL 25/CS Specify brand, model bid(if applicable)	1.00	CS	\$79.09	\$79.09
8	COVERALLS; PROHIBIT COVERALLS WITH ELASTIC WRISTS AND ANKLES, ZIPPER FRONT, WHITE, SIZE XL 25/CS Specify brand, model bid(if applicable)	2.00	CS	\$178.60	\$178.60
9	LAB COATS: DISPOSABLE KNIT-CUFF MULTILAYER SMS LAB COAT WITH TRADITIONAL COLLAR, WHITE, SIZE LARGE 30/CS Specify brand, model bid(if applicable)	1.00	CS	\$80.75	\$80.75

## Purchase Order

<b>LSUHSC New Orleans</b> <b>Ship To Attention:</b> LSUHSC New Orleans 1322200 Animal Labs-Downtown Campus 633 Bolivar Street First Floor New Orleans LA 70112 United States  Supplier: 0000041906 AMERICAN PROTECTIVE PRODUCTS, LLC 49 FOWLER RD NORTH BRANDORD CT 06471 United States	Purchase Order: <b>00398150</b> Date: 09-01-2023 Buyer: Desimone, Gary Buyer Email: GDesim@lsuhsc.edu Telephone: 504/568-4690 Due Date: 06/30/2024 Freight Terms: Destination Payment Terms: Net 30 Budget Date: 09/01/2023 Bill To: noacctacotpay@lsuhsc.edu OR Accounts Payable 433 Bolivar St Room 619 New Orleans LA 70112 US
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Location: 1322200 Animal Care	Revision:				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Req Number:</td> <td style="width: 25%;">Tax Exempt ID: 726087770</td> <td style="width: 25%;">Solicitation Number:</td> <td style="width: 25%;">PO TYPE: GEN</td> </tr> </table>	Req Number:	Tax Exempt ID: 726087770	Solicitation Number:	PO TYPE: GEN	Total PO Amount: \$20,000.00
Req Number:	Tax Exempt ID: 726087770	Solicitation Number:	PO TYPE: GEN		

LINE	Item/Description	Quantity	UOM	Unit Price	Extended Amt
1	DISPOSABLE PERSONAL PROTECTIVE CLOTHING AND RELATED SUPPLIES. Comment Date: 2023-09-01 xx This is a blanket order. Items will be ordered as needed and no specific quantity can be guaranteed. The quantity shown is only an estimated quantity. The University reserves the right to order any quantity it needs for the period of the contract. xx xx This order is issued from LSUHSC bid 002735. xx xx CONTRACT THROUGH 6/30/24. NOTE 19. CONTRACT RENEWALS: xx X Line 1-FACE SHIELDS: FULL FACE SHIELD, CLEAR, 7 MIL WITH COMFORT HEADBAND 100EA/ CS \$70.56 Line 2- BOUFFANT CAPS: 1-PLY SPUNBOND POLYPROPYLENE BOUFFANT CAPS, 2??". BLUE 500 EA /CS \$15.12 Line 3- SHOE COVERS: SPUNBOND POLYPROPYLENE NONSKID SHOE COVERS, BLUE, SIZE REGULAR/LARGE 300/cs \$21.17 LINE 4- GOWNS: CLASSIC COVER LIGHTWEIGHT SPUNBOND POLYPROPYLENE GOWNS WITH WAIST	1.0000	EA	20000.00	20000.00

Signature: <i>Gary J. Desimone</i>	Authorized
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LINE	Item/Description	Quantity	UOM	Unit Price	Extended Amt
	AND NECK TIES, YELLOW, SIZE REGULAR/LARGE 50 EA/ CS \$24.26				
	LINE 5- GOWNS: CLASSIC COVER LIGHTWEIGHT SPUNBOND POLYPROPYLENE GOWNS WITH WAIST AND NECK TIES, YELLOW, SIZE XL \$24.26				
	LINE 6- COVERS, SLEEVE: 20" SLEEVE COVER WHITE ELASTIC END AND CUFF, MICROPOROUS BREATHABLE MATERIAL, WHITE 200 EA /CS \$49.54				
	Line 7-MASKS: ASTM LEVEL 1 PROCEDURE FACE MASK WITH EAR LOOPS BLUE 300 EA/ CS \$19.57				
	LINE 9 -GOWNS, COVER: MEDIUM-WEIGHT COVER GOWN WITH SIDE AND NECK TIES, YELLOW, SIZE XL 100EA/CS \$49.92				
	LINE 10- BOUFFANT CAPS: PRO SERIES LIGHTWEIGHT BOUFFANT CAPS, BLUE, 28" 500 EA/ CS \$20.30				
	LINE 11-COVERS, SHOE: COATED SHOE COVERS, BLUE, SIZE XL 300 EA/ CS \$20.16				
	LINE12- MASKS: ADULT PROCEDURE FACE MASK WITH EAR LOOPS, PEDIATRIC BUDDY PRINT 300 EA I CS \$19.57				
	LINE 13- COVERALLS:BREATHABLE COVERALLS WITH ELASTIC WRISTS AND ANKLES, WHITE, SIZE 5XL 25 EA / CS \$59.50				
	LINE14-COVERALLS: BREATHABLE COVERAUS WITH ELASTIC WRISTS AND ANKLES, WHITE, SIZE 2XL 25EA/CS \$59.50				
	LINE17-SHIELD, FACE: DISPOSABLE FACE SHIELD WITH FOAM TOP AND ELASTIC BAND, FULL LENGTH, 7.5" LONG 96EA/CS \$79.56				
	LINE 18-LAB COATS: DISPOSABLE KNIT-CUFF MULTILAYER SMS LAB COAT WITH TRADITIONAL COLLAR, WHITE, SIZE XL 30 EA /CS \$40.50				
	LINE 19-LAB COATS: DISPOSABLE KNIT-CUFF MULTILAYER SMS LAB COAT WITH TRADITIONAL COLLAR, WHITE, SIZE 2XL 30 EA/CS \$40.50				

Terms & Conditions Vendor Number: 0000041906 Name: AMERICAN PROTECTIVE PRODUCTS, LLC	PO Type GEN	Order Number: 00396150 Date: 06/30/2024
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**LSUNO Conditions of Purchase**

1. **LOUISIANA CONTRACT:** It is agreed by the parties hereto that this order, and the acceptance thereof, shall be deemed a contract made in Louisiana and governed by 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. For good cause and as consideration for executing this contract the contractor whose name appears on the face of this purchase order hereby conveys, sells, assigns and transfers to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to Louisiana State University Health Sciences Center.  
**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.
2. **ORDERS:** The Louisiana State University Health Sciences Center will in no way be responsible for goods delivered or work done without an official Purchase Order or Contract.
3. **PATENTS:** By accepting this order you hereby guarantee and agree that the merchandise to be furnished hereunder will not infringe upon any valid patent or trademark and that you will, at your own expense, defend any and all actions or suits charging such infringement and will save the LSUHSC harmless in case of any such infringement.
4. **TRANSPORTATION:** All charges must be prepaid and material must be delivered to "Ship-To" address. Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. When merchandise is sold F.O.B. point of origin, prepay shipping cost and include on invoice. Also attach Bill of Lading or express receipt verifying shipping cost.
5. **DELIVERY:** Advise if delivery as stated on face of order cannot be accomplished and state best possible delivery which, unless you are otherwise notified, will be accepted by University. The right is reserved to cancel this order if not filled within time specified herein.
6. **INSPECTION:** By accepting this order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specification, drawing or sample and that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.
7. **REJECTED GOODS:** All rejected goods will be held at seller's risk and expense subject to seller's prompt advise as to disposition. Unless otherwise arranged all rejected goods will be returned and all transportation and handling costs will be charged back to Vendor.
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<b>Terms &amp; Conditions</b> Vendor Number: 0000041906 Name: AMERICAN PROTECTIVE PRODUCTS, LLC	<b>PO Type</b> GEN	<b>Order Number:</b> 00396150 <b>Date:</b> 06/30/2024
<p>10. <b>COMPLIANCE WITH CIVIL RIGHTS LAWS:</b> By accepting this PO, seller 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.</p> <p>11. <b>INDEMNITY:</b> 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.</p> <p>12. <b>FEDERAL CLAUSES, IF APPLICABLE:</b> 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 hereby 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 statutes required in the Anti-lobbying Act and the Debarment</p> <p>13. <b>DIVERSE SUPPLIER:</b></p> <p>(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.</p> <p>(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.</p> <p>(c) if applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify:</p> <ol style="list-style-type: none"> <li>(1) the name of the business;</li> <li>(2) its principal office or address;</li> <li>(3) the owner(s); and</li> <li>(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.</li> </ol> <p>(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</p>		

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<p>14. <b>AUDIT OF RECORDS:</b> The state legislative auditor, federal auditors, and internal auditors of the state shall have the right to inspect and audit all timekeeping and expense records of the contracting entity or any subcontractor of the contracting entity to substantiate amounts invoiced by supplier with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all timekeeping and expense records related to this agreement for the enumerated five (5) year period.</p> <p>15. <b>CYBERSECURITY TRAINING:</b> In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.</p>		