

<b>INVITATION TO BID - Addendum 01</b>		<b>LSU</b>	<b>BID DUE DATE AND TIME</b>	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			<b>05/22/2025      11:00 AM      CT</b>	
<b>SOLICITATION</b> RFQ-0000002510 <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>			<b>RETURN BID TO</b>  <div style="font-size: 24pt; font-weight: bold; text-align: center;">lsubids@lsu.edu</div> <b>Buyer</b> Amy Hill Bourgeois <b>Buyer Phone</b> <b>Buyer Email</b> ahill5@lsu.edu <b>Issue Date</b> 04/29/2025	
TITLE: Drug Testing - Term Contract				
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. Supplier Inquiry: Could you please send me a copy of the previous contract? LSU Response: See attachment.				
<b>To Be Completed By Supplier</b>				
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.				
<b>General Instructions to Suppliers</b>				
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.				
<b>SUPPLIER NAME</b>			<b>MAILING ADDRESS</b>	
<b>AUTHORIZED SIGNATURE</b>			<b>CITY, STATE ZIP</b>	
<b>PRINTED NAME</b>			<b>PHONE #</b>	
<b>TITLE</b>			<b>FAX #</b>	
<b>E-MAIL</b>			<b>FEDERAL TAX ID #</b>	

<b>PURCHASE ORDER</b>				<b>ISSUE DATE</b> 04/17/24	<b>ORDER NUMBER</b> PO-0000267015
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>SHIP FOB DESTINATION TO (UNLESS SPECIFIED ELSEWHERE)</b> Louisiana State University and Agricultural and Mechanical College CC00559 LSUAM   Athletics   Athletic Training LSU 1 North Stadium Drive Baton Rouge, LA 70803			
<b>ISSUING LSU CAMPUS</b> Louisiana State University and Agricultural and Mechanical College					
<b>SUPPLIER NAME AND ADDRESS</b> AEGIS SCIENCES CORP  515 Great Cir Rd Nashville, Tennessee 37228 United States of America		<b>BILL TO AND ADDRESS ALL PAYMENT INQUIRIES TO</b> Louisiana State University and Agricultural and Mechanical College LSU Accounts Payable & Travel 217 Thomas Boyd Hall Baton Rouge, LA 70803 PHONE: +1 (225) 578-1550 FAX: +1 (225) 578-2052 EMAIL: <a href="mailto:aptravel@lsu.edu">aptravel@lsu.edu</a>			
<b>ADDRESS ALL INQUIRIES INCLUDING DELIVERIES TO</b> <b>NAME</b> Leah Wintz <b>EMAIL</b> <a href="mailto:lwintz1@lsu.edu">lwintz1@lsu.edu</a> <b>PHONE</b>		<b>BUYER OF RECORD</b> <b>NAME</b> Amy Hill Bourgeois <b>EMAIL</b> <a href="mailto:ahill5@lsu.edu">ahill5@lsu.edu</a> <b>PHONE</b> +1 (225) 578-8651			
<b>SUPPLIER NUMBER</b> SPL-02072	<b>SUPPLIER REFERENCE</b>	<b>PAYMENT TERMS</b> Net 30	<b>SHIPPING TERM</b> FOB Destination	<b>FISCAL YEAR</b> 2024 - 2025	
<b>PURCHASE ORDER TYPE</b> Term Contract	<b>REQUISITION</b> RQ-0000272420	<b>SOLICITATION</b>	<b>FEDERAL FUND</b>	<b>TOTAL AMOUNT OF ORDER</b> \$283,750.00	

**Standard Terms and Conditions of Purchase**

**1. Contract**  
All solicitation specifications, terms and conditions are made part of this purchase order as if fully reproduced herein. This order shall not be amended by any supplier contract, form, etc. Departments are expressly prohibited from signing any supplier forms.

**2. Applicable Law**  
This contract shall be construed in accordance with and governed by the laws of the State of Louisiana. The Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, shall have exclusive jurisdiction and venue over and shall be the exclusive forum for adjudication of any and all actions between the State and Supplier for any claim or cause of action arising under or by virtue of this contract, whether the action is on the contract or for breach of the contract or whether the action is for declaratory, injunctive, or other equitable relief.

**3. Delivery**  
Supplier is responsible for making timely delivery as specified in this order. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control.

**4. Awarded Products**  
Only those awarded brands and numbers stated in this order are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Any defect in any product may cause its rejection.

**5. Taxes**  
LSU is exempt from all Louisiana state and local sales and use taxes. 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.

**6. Supplier Invoices / Payment Terms**  
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, show the amount of any prompt payment discount, and shall be submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable. Unless otherwise contracted, payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.

**7. 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.

**8. Federal Funds**  
If flagged as "Federally Funded" above, this purchase order is subject to federal contract provisions. By acceptance of this purchase order, supplier agrees to comply with all applicable Terms & Conditions for Federal Contracts and Grants located at: <https://www.lsu.edu/administration/dfa/procurement/a-z-policies-procedures/purchase-order-terms-and-conditions.php>.

APPROVED	<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p><i>Amy</i></p> <p><b>Amy Hill Bourgeois</b></p> </div> <div style="text-align: right;"> <p><b>Bourgeois</b></p> <p>Date: 2024.04.17 08:49:29 -05'00'</p> </div> </div>
AUTHORIZED PURCHASING SIGNATURE	

LSU IS AN EQUAL OPPORTUNITY/ACCESS UNIVERSITY

PRICE SHEET		PURCHASE ORDER			PAGE 2
SUPPLIER NAME AEGIS SCIENCES CORP				ORDER NUMBER	
SUPPLIER NUMBER SPL-02072				PO-0000267015	
Line	Item Description	Quantity	Unit of Measure	Unit Cost	Extended Amount
1	Testing, DMAA testing (methylhexanamine) per specifications in RFQ-0000001628.	2000	Each	10	\$20,000.00
2	Testing, Alcohol, Ethyl Glucuronide Alcohol Detection per specifications in RFQ-0000001628. Manufacturer: Aegis Sciences Model: 00181	250	Each	10	\$2,500.00
3	Testing, Drug for Anabolic Steroids per specifications in RFQ-0000001628. Manufacturer: Aegis Sciences Model: 00010	350	Each	110	\$38,500.00
4	Testing, Synthetic Cathinones (bath salts) per specifications in RFQ-0000001628.	2000	Each	20	\$40,000.00
5	Testing, Traditional Alcohol Detection per specifications in RFQ-0000001628.	250	Each	5	\$1,250.00
6	Testing, Ritalin per specifications in RFQ-0000001628. Manufacturer: Aegis Sciences Model: 01618	2000	Each	5	\$10,000.00
7	Testing, Drug for Synthetic Marijuana/other drugs per specifications in RFQ-0000001628. Manufacturer: Aegis Sciences Model: 4140	2000	Each	30	\$60,000.00
8	Testing, Drug for Drugs of Abuse per specifications in RFQ-0000001628. Manufacturer: Aegis Sciences Model: 20306EC and 50215 for the \$2.00 shipping included in price	2000	Each	30	\$60,000.00
9	Testing, Barbiturates per specifications in RFQ-0000001628.	250	Each	20	\$5,000.00
10	Testing, Oral Fluid testing per specifications in RFQ-0000001628. Manufacturer: Aegis Sciences Model: 00173	300	Each	30	\$9,000.00
11	Testing, Specimen Collection Assistance from testing agency per specifications in RFQ-0000001628.	1000	Each	18	\$18,000.00
12	Novel Psychoactive Substance Testing (entire panel) per specifications in RFQ-0000001628.	30	Each	500	\$15,000.00
13	Novel Psychoactive Substance Testing (per drug class) per specifications in RFQ-0000001628.	30	Each	150	\$4,500.00

**IMPORTANT NOTE TO SUPPLIER: THIS IS NOT AN ORDER TO SHIP GOODS AND/OR PROVIDE SERVICES. ORDERS WILL BE PLACED BY THE DEPARTMENT(S) AS NEEDED DURING THE CONTRACT PERIOD. SEE ATTACHED "LSU TERM CONTRACT - SPECIAL CONDITIONS."**

**LSU TERM CONTRACT – TERMS & CONDITIONS**

A "Term Contract" is defined as an agreement with a supplier 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. Term Contract purchase orders (PO) issued serve as a binding contract with LSU.

**1. Scope of Contract**

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning July 1, 2024 and ending June 30, 2025, 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 Supplier, this contract may be renewed for 0 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award.

**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. Suppliers 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. Supplier 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, Supplier 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. Supplier Parking on the LSU Campus – Permits & Gate Passes**

**LSU A & M Campus:** Suppliers 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 & Transportation Services (PTS). Visit the LSU/PTS website at [www.lsu.edu/parking](http://www.lsu.edu/parking) and the "Parking & Permits" webpage for details.

**Other Campuses:** For parking information, contact Buyer-Of-Record for instruction or refer to specific campus parking instructions.

**8. Supplier Non-Performance**

Supplier is required to perform in strict accordance with all contract specifications, terms, and conditions. Supplier 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 supplier nonperformance is deemed severe, LSU reserves the right at its sole discretion to suspend supplier and cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the supplier non-responsible in future solicitations.

**9. Contract Amendments**

Requests for contract changes must be made in writing by an authorized agent/signatory of the supplier and submitted to LSU Procurement Services 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 Procurement Services and issuance of a formal LSU Contract Amendment or PO Change Order. The supplier shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

**10. Price Reductions**

Whenever price reductions are made by the Supplier/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.

Supplier shall give prompt written notice to LSU Procurement Services of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Suppliers found to have knowingly 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 Supplier's expense, and non-payment.

By submitting a bid, Suppliers 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, Suppliers are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Supplier's own elective change to another supplier may be disapproved at the sole discretion of LSU Procurement Services.

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

**12. Right to Add Department/Campus Users**

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 Supplier shall honor all such purchase orders.

**13. Non-Exclusivity**

This agreement is non-exclusive and shall in no way preclude LSU from entering into similar agreements and/or arrangements with other Suppliers or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**14. Contract Usage Report**

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

**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.

**17. Termination for Convenience**

The University may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor of such termination or negotiating with the Contractor an effective date.

**18. Contract Documents**

In the event that any conflict arises between the documents that constitute the agreement, the following order of precedence should apply:

- A. Solicitation Specifications
- B. LSU Term Contract – Terms & Conditions
- C. Solicitation Special Terms & Conditions
- D. Solicitation Standard Terms & Conditions