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

A preference, if applicable, may be allowed for products produced, manufactured, assembled, grown or harvested in Louisiana. Do you claim this preference? Yes _____ No _____. Note: Preferences shall not apply to service contracts. Is your Louisiana business workforce composed of a minimum of fifty percent Louisiana residents? Yes _____ No _____. Specify Item Number and location within Louisiana where the product is/was produced, manufactured, assembled, grown or harvested: ____________________________ Note: This preference is not applicable for services.

Please note attached insurance requirements and indemnification agreement. Successful bidder will be required to execute the indemnification agreement and furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured.

Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.
The attached insurance requirements are intended as a guide for types of required coverages. Although preference will be given to individuals or contractors having specified limits, lower limits may be considered. Types of coverages required however, will not be waived.

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, successful bidder 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 and Mechanical College shall be named as an additional insured on all liability policies.

**PARKING:**

Parking on the LSU Campus - Permits and Gate Passes: Vendors and contractors needing access to reserved gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking, Traffic and Transportation (PTT). Visit the LSU/PTT website at www.lsu.edu/parking and the "Permits" webpage for details. Vendor requests are considered and granted by PTT, subject to an annual fee and qualifying criteria. Vendors not qualifying for gate passes may be granted general permits for outlying parking lots at no charge. All vendors are responsible for adhering to LSU Parking Rules and Regulations (see the PTT "Information" webpage). Direct any questions to PTT at telephone number 225-578-5000, or visit their office located in the Public Safety Building on South Stadium Road, Baton Rouge, LA 70803.

**SAMPLES:**

Samples are to be submitted with bid. Failure to have such samples in the Office of Purchasing by bid due date and time is cause and may cause rejection of bid.

The University reserves the right to request samples of any product quoted as an equal for evaluation prior to any award. Requested samples are to be furnished and delivered at no cost to the University, and received by the University within ?? days of request. Failure to deliver samples by the requested deadline shall be just cause to reject vendor's bid.
160 The University reserves the right to request samples prior to award. Failure to submit samples on request is cause and will cause rejection of bid.

AWARD:

181 Any bidder proposing equal products should submit with bid complete information, including brochures and pictures depicting proposed equals. Failure to do so is cause and may cause rejection of bid in part or in its entirety.

185 AVAILABLE FY FUNDS: Bids are requested in anticipation of available funds for purchase in the current fiscal year. If funds are not available, the University reserves the right to cancel this solicitation and to reject all bids.

190 The University reserves the right to accept the Base Bid or the Alternate Bid, whichever it deems in its best interest.

195 NEW PURCHASE ORDER NUMBER: This purchase order, #XXXXXXXX, supersedes and replaces Purchase Order #XXXXXXXX, previously issued to your company. Please correct your internal systems and records accordingly for use on subsequent correspondence and shipping and billing transactions. DO NOT DUPLICATE THE ORIGINAL PURCHASE ORDER!

210 All items herein are for resale purposes. Per LA R.S. 39:1651-1657, only the Manufacturer/Brand Name(s) and/or Model/Number(s) specified shall be acceptable for award, receiving, and payment purposes.

220 It is to be understood that quality, number in package, flavor, weight, appearance, etc. will be considered as well as price.

DELIVERY:

230 DELIVERY IS OF THE ESSENCE! The University reserves the right to award to that vendor which provides the earliest possible delivery. The University also reserves the right to reject any vendor who cannot make delivery within ??? days of Notification of Award (NOA). STATE NUMBER OF CALENDAR DAYS AFTER NOA YOU REQUIRE FOR DELIVERY: ____________________________.

08/11
Delivery may be a consideration in the award. State number of calendar days you require for delivery after Notification of Award (NOA): ________________.

DELIVERY TIMES: Unless otherwise specified or agreed upon, Vendor deliveries will be accepted Monday through Friday (excluding holidays), between the hours of ??:?? am and ??:?? pm. Deliveries made outside of this timeframe are subject to rejection by the University and re-delivery at the Vendor’s sole expense.

DELIVERY NOTIFICATION: Vendor must contact, schedule and coordinate delivery with ??contact name?? at ??phone/email?? at least 48 hours prior to delivery.

The University anticipates making award within ?? hours after bid opening. Delivery to the University is required no later than ??/??/????. SIGNIFY YOUR ABILITY TO MEET THIS DELIVERY REQUIREMENT: YES _________________. Failure to honor your delivery commitment may be cause for penalties.

DOCK DELIVERY/UNLOADING: The Vendor (and/or its contracted freight carrier) is responsible for outside dock delivery and offloading the shipping containers. All associated costs shall be borne by the Vendor. The University is responsible for further delivery and product distribution beyond this point.

INSIDE DELIVERY/GROUND LEVEL: The Vendor (and/or its contracted freight carrier) is responsible for delivering, offloading, and setting shipping containers inside the department's specified ground level receiving area. All associated costs shall be borne by the Vendor. The University is responsible for further delivery and product distribution beyond this point.

INSIDE DELIVERY/NON-GROUND LEVEL: The Vendor (and/or its contracted freight carrier) is responsible for delivering, offloading, and setting shipping containers inside the department's specified non-ground level receiving area. Elevators are available for use by the vendor/carrier for this purpose. All associated costs shall be borne by the Vendor. The University is responsible for further delivery and product distribution beyond this point.

INSIDE DELIVERY/SET IN PLACE: The Vendor is responsible for all costs (including any special carrier handling and labor) to furnish, deliver, unload, uncrate, assemble, and set in place all items to the satisfaction of the receiving department; as well as for the removal of all related debris from University premises. The Vendor is responsible for
scheduling and coordinating all logistics with the University representative and any of its contracted freight carriers and labor forces. All associated costs shall be borne by the Vendor.

271 The University reserves the right to request a representative sample for taste testing. Complete documentation on chemical/nutritional value of products to be submitted with the bid or within two days after request. These items will be provided at no charge to the University for analysis by University personnel. The University is the sole judge as to the suitability of the proposed equals to meet its needs. Failure to provide sample and documentation is cause and will cause rejection of bid.

275 Product must be delivered in refrigerated vehicle and have a refrigerated shelf life of not less than six days from date of delivery. - All pre-cut vegetables to be washed prior to packaging and must not require re-washing prior to use. - Cases must be labeled with name/address of manufacturer, weight of case, processing/packaging authorization destination and packaging code date. Individual packages within the case must also be labeled with packing code date.

280 In order for the University to be assured that current fiscal year funds are available for this purchase, delivery and invoicing must be made no later than June 30. Please consider this constraint when quoting number of days required to complete delivery. The University reserves the right to reject all bids that do not meet the June 30th delivery requirement.

281 In order for the University to be assured that current fiscal year funds are available for this purchase, delivery and invoicing must be made no later than June 30. Failure to meet this requirement may result in cancellation of order.

282 New Fiscal Year Funds: Any orders resulting from this solicitation will be paid with new fiscal year funds, if appropriated by the legislature. Delivery cannot be made prior to July 1 and your bid prices must be firm for acceptance and delivery accordingly.

**CONTRACTS:**

290 Contract prices shall remain firm for duration of contract and no price increases will be allowed. In the event of a price decrease the University will be notified immediately and be allowed to take advantage of such decrease beginning with effective date of the price decreases.
IMPORTANT NOTE TO VENDOR: 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."

Term contract from ????? through ????? . At the option of the University and acceptance by the contractor, this contract may be extended in six (6) month increments at the same price, terms and conditions. Contract not to exceed thirty six (36) months.

Term contract from ????? through ????? . At the option of the University and acceptance by the contractor, this contract may be extended in twelve (12) month increments at the same price, terms and conditions. Contract not to exceed thirty six (36) months.

Term contract for the period ??/??/???? through ??/??/???. All quantities are approximate and no specific amount is guaranteed. Orders will be placed as needed. All solicitation specifications, terms and conditions are made part of this contract, as if fully reproduced herein.

In accordance with your bid response, an 8% royalty fee for LSU indicia may be added and invoiced as a separate item.

All quantities are approximate. It is to be understood that the University will not be held responsible for purchasing any specified amount. Orders will be placed as needed.

All quantities are approximate. It is to be understood that the University will not be held responsible for purchasing any specified amount. Orders will be placed as needed. Contract prices shall remain firm for duration of contract and no price increases will be allowed. In the event of a price decrease the University will be notified immediately and be allowed to take advantage of such decrease beginning with effective date of the price decrease.

For orders less than $50.00 and/or if priority shipment is requested by the University, the supplier has the option of invoicing additional shipping charges, but only on a prepaid and add basis. Vendor is also authorized to include carrier imposed surcharges for hazardous materials on his invoice when applicable.
In the event of unsatisfactory service, the University reserves the right to cancel this agreement upon thirty (30) days written notice.

The University may terminate any contract entered into as a result of this solicitation at any time by giving thirty (30) days written notice to the vendor. The vendor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The University may terminate any contract entered into as a result of this purchase order at any time by giving thirty (30) days written notice to the vendor.

The University reserves the right to authorize additional departments to use this contract as their needs arise.

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

**EXTENSIONS:**

At the option of the University and acceptance by the contractor, this contract may be extended in six (6) month increments at the same price, terms and conditions. Contract not to exceed thirty six (36) months.

At the option of the University and acceptance by the contractor, this contract may be extended in twelve (12) month increments at the same price, terms and conditions. Contract not to exceed thirty six (36) months.

This PO Alteration is issued as official notification that the University has accepted the option to renew this Term Contract for "PO Title-Goods/Services" for the twelve (12) month period xx/xx/xxxx through xx/xx/xxxx at the same prices, terms and conditions of the original solicitation and contract award. (Reference Solicitation # XXXX; First/Final Renewal)
This Contract Amendment is issued as official notification that the University has accepted the option to renew this Term Contract for "Contract Title-Goods/Services" for the twelve (12) month period xx/xx/xxxx through xx/xx/xxxx at the same prices, terms and conditions of the original solicitation and contract award. (Reference Solicitation # XXXX; First/Final Renewal)

MISCELLANEOUS:

The University reserves the right to request demonstration. If requested, such demonstration to be at LSU (at bidder's expense) within ten days from telephone request.

This contract includes preventive maintenance inspection (cleaning, lubrication, adjustment). Disposable supplies and logic boards are not included.

Installation is to be in Room ?????, Building ????? . Vendor to deliver, uncrate, install, and remove debris upon installation. For site visit, contact ????? at telephone number: ?????.

Bid prices are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

Vendor Is Responsible For Visiting Site And Taking Own Measurements. Measurements Submitted With These Specifications Are Intended Only To Illustrate Scope Of Work.

Documentation regarding this purchase order is available in the LSU Agricultural Center, Office of Accounting Services.

These Animals Were Selected On Basis Of Breed, Sex, And Conformation For Use In Research Project.

PBRC RESEARCH FOOD ITEMS: Food items are to be consumed by research subjects in a study conducted at Pennington Biomedical Research Center. The University reserves the right to require proprietary brands as may be dictated by the study or researcher and specified herein. If 'equal' products are permitted, they will be evaluated on the basis of the item specification and chemical/nutritional analysis.

Licensed Caterers: As a matter of institutional policy and in compliance with our program of risk management, LSU requires that vendors providing catering services within LSU facilities and premises, do so under a Catered Food Events License. The
caterer must comply with all State Board of Health regulations and show evidence of necessary permits upon request. If you are not licensed and desire to become licensed, please refer to the LSU Office of Purchasing website &www.fas.lsu.edu/purchasing/catering or call Valeri Phillips at the LSU Office of Purchasing at (225) 578-2176 for additional information.

407 In accordance with RS 39:1655, this solicitation specifications have been approved as proprietary and only bidders bidding the exact brand(s) and model number(s) will be considered for award.

410 Bidder must furnish certification numbers as follows:ICC MC Certificate # ____________________________ LPSC Certificate # ____________________________

415 Any applicable customs duty is to be included in quoted price, but is to be shown separately in cost breakdown.

442 The Terms and Conditions (terms) of this solicitation will govern unless the University deems it in its best interest to negotiate additional terms with the successful vendor. The University shall only consider those terms submitted with the vendor's bid and those not in conflict with Louisiana law and University policy. Non-negotiable terms include but are not limited to: taxes, audit/retention of records, assignment of contract, EEOC/ADA compliance, governing law, etc. LSU Office of Purchasing must approve the final contract form and issue a Purchase Order (where applicable) to complete the process.

450 Fiscal Funding: The continuation of this contract is contingent upon the continuation of an appropriation of funds to fulfill the requirements of the contract by the legislature. 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 or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations 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 are not appropriated.
Unit Price is to be quoted on a "Per Person" basis, inclusive of all costs such as gratuity, set-up, clean up and delivery charges. The University reserves the right to request samples for taste testing and food presentation.

All art, color separations, film, negatives, tapes, floppy disks, special plates, dies, etc, created by the vendor to produce this job are to become the unconditional property of the University. Successful vendor is to forward all such items to the department upon completion of this job, unless otherwise arranged.

Overruns and Underruns: Under ordinary conditions, the University will approve an underrun or overrun not to exceed: Up to 50,000: 10%; 50,001 to 100,000: 8%; 100,001 to 300,000: 4%; 300,001 to 500,000: 3%; 500,001 and over: 2%

Quality of Workmanship and Stock: All articles furnished and work done must be of a first class quality. The use of poor type, poor presswork or the use of a different color of ink from that ordered, inferior binding, inferior quality or mismatched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment until the contract controversy is resolved.

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

Use of LSU AgCenter Name and Indicia: LSU AgCenter is the owner of all rights, titles and interests in and to its logo. The Contractor is granted the right by LSU AgCenter to utilize its logo on a royalty free basis for the sole purpose of executing the deliverables under this contract. Contractor acknowledges this single use provision, and further acknowledges that any other use of the LSU AgCenter logo shall be considered an infringement of its federal and state registered trademarks.

Use of University Name and Indicia (PS-93): LSU is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks (hereafter called "Licensed Marks"), including without limitation, the names "Louisiana State University" and "LSU Tigers," the wordmark "LSU," logotypes, and seals incorporating one or more of the foregoing, and certain logographics and/or symbols which have come to be associated with Louisiana State University. Only vendors licensed by LSU through the Office of the Vice Chancellor for Finance & Administrative Services shall be qualified to bid items involving "Licensed Marks."
Use of University Name and Indicia (PS-93): LSU is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks (hereafter called "Licensed Marks"), including without limitation, the names "Louisiana State University" and "LSU Tigers," the wordmark "LSU," logotypes, and seals incorporating one or more of the foregoing, and certain logographics and/or symbols which have come to be associated with Louisiana State University. The Contractor is granted the right by LSU to utilize its "Licensed Marks" on a royalty free basis for the sole purpose of executing the deliverables under this contract. Contractor acknowledges this single use provision, and further acknowledges that any other use of such licensed marks of LSU shall be considered as an infringement of its federal and state registered trademarks.

Print advertisements are to be invoiced on a tear sheet basis as proof of vendor performance. The tear sheet will serve as the University's record of receipt.

Invoices/Tear Sheets: Print ads are to be invoiced in arrears. Invoices are to be accompanied by tear sheets, which will serve as proof of vendor performance and the University's record of receipt. Vendor shall provide tear sheets at no cost to the University.

Invoices for broadcast media advertisements (radio/television) are to be accompanied by a notarized affidavit showing air dates and times. This affidavit will serve as proof of vendor performance and the University's record of receipt. The cost of the notarized affidavit shall be borne by the vendor.

Invoices for website advertisements are to be accompanied by a notarized affidavit confirming the online insertion dates. This affidavit will serve as the University's proof of vendor performance and the University's record of receipt. The cost of the notarized affidavit shall be borne by the vendor.

Invoices for billboard advertising are to be accompanied by a notarized affidavit confirming the poster display dates. This affidavit will serve as the University's proof of Vendor performance and the University's record of receipt. The cost of the affidavit shall be borne by the Vendor.

Information Security: Vendor agrees to comply with all applicable laws, regulations, and LSU policies, including but not limited to, PS-30 Student Privacy Rights, PS-113 Social Security Number Policy, PS-114 Security of Computing Resources Policy, and the
Louisiana Database Breach Notification Law (RS 51:3071-77). In addition, Vendor shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Vendor also agrees that security breaches or incidents shall be reported immediately to LSU.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by LSU. Protected information includes but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by LSU.

516 Noncompetitive research purchase per Executive order No. BJ 08-67, Section 5.A.26.

517 Certificate of Nutritional Analysis: A laboratory certificate of nutrient/relative feed value analysis from a sample of the proposed and allotted product shall be required prior to any award. This certificate should accompany your bid response for evaluation purposes; but if not, must be provided upon notification and within the requested time frame. Failure to timely provide the certificate shall be just cause to reject your bid in its entirety without further consideration.

518 The University reserves the right to purchase the equipment with or without the trade in upon the determination that it is in the best interest of the University and approval by the Louisiana Property Assistance Agency.

519 INFORMATION SECURITY: Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm.
or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.