

INVITATION TO BID		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			02/06/2009	11:00 AM CT
SOLICITATION 000006497 VENDOR # VENDOR NAME AND ADDRESS 			RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Michele L. Morris BUYER PHONE (225)578-2739 ISSUE DATE 01/13/2009	
TITLE: OFF-SITE STORAGE-TERM CONTRACT				
To Be Completed By Bidder				
1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this commodity code. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. Specify your Payment Terms: _____ Prompt payment cash discounts for less than 30 days and less than 1% will be accepted, but will not be considered in determining awards. On indefinite quantity term contracts, cash discounts will be accepted and taken, but will not be considered in determining awards. 5. Specify your Bid Reference Number: _____ (This number will appear on any resulting order or contract.)				
General Instructions to Bidders				
1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus/Department at the "Return Bid To" address stated above, until the specified due date and time. 2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, 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. Read the entire solicitation, including all terms, conditions and specifications. 4. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder. 5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 6. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. 7. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.				
BIDDER (Name of Firm)			MAILING ADDRESS	
AUTHORIZED SIGNATURE			CITY, STATE ZIP	
PRINTED NAME			PHONE #	
TITLE			FAX #	
E-MAIL			FEDERAL TAX ID #	

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These standard terms and conditions shall apply to all LSU solicitations, 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 Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the purchasing office prior to bid opening time. Late bids cannot be accepted per L.A.C. 34:I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the LSU solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/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 Purchasing 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 Purchasing 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 and proposals. 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 Purchasing 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 Purchasing 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. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to

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submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use 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.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, 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 therefrom. 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.

13. Awards

Award will be made to the lowest 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.

14. Acceptance of Bid

Only the issuance of an official LSU purchase order/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 goods delivered or services rendered without an official purchase order/contract.

15. Applicable Law

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

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing

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if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the LSU Department and/or Purchasing Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. 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. Where the University has determined the vendor to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the LSU purchase/release order number, vendor'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 submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor 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 Purchasing 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 therefrom.

23. Contract Cancellation

LSU has the right to cancel any contract for cause, in accordance with purchasing 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. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. 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.

25. 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, 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.

26. 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.

27. 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.

PRICE SHEET		INVITATION TO BID			PAGE 5	
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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
	UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: ALL-OR-NONE AWARD: It is the intent of the University to award all items on an all-or-none basis to the overall lowest responsive and responsible bidder.					
0001	Commodity Code: 920-48 Administrative Fee: A monthly fee charged for maintenance and administrative services. This charge includes 24/7 call center availability, web access and standard reporting.	12.00	EA	\$ _____	\$ _____	
0002	Commodity Code: 920-48 Storage of Customer Deposits: boxes to be stored in off site storage.	12000.00	CUFT	\$ _____	\$ _____	
0003	Commodity Code: 920-48 Storage, New: charge for storage of new Deposits,	1000.00	CUFT	\$ _____	\$ _____	
0004	Commodity Code: 920-48 Carton(s). A 1.2 cubic ft. box (lid and bottom, with handles) to be used for holding records.	300.00	EA	\$ _____	\$ _____	
0005	Commodity Code: 920-48 Regular Retrieval - File from Carton. The processing of a Retrieval Order for a File from a Carton in a regular service timeframe. Price	60.00	EA	\$ _____	\$ _____	

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0006	based on Retrieval of Files from Carton that are individually listed into a database. Commodity Code: 920-48 Retrieval-Carton. The processing of a retrieval order and preparing Items for delivery. Includes locating and pulling a Carton from storage at a facility. A Retrieval is considered a temporary removal of an Item from storage and is billed by cubic ft of the retrieved item.	200.00	CUFT	\$ _____	\$ _____	
0007	Commodity Code: 920-48 Rush Retrieval. The act of processing a Retrieval order and preparing Items for a rush level transportation service.	50.00	EA	\$ _____	\$ _____	
0008	Commodity Code: 920-48 Rush Retrieval - File from Carton. The processing of a Rush Retrieval order for a File from a Carton in a rush service level timeframe. Price based on Retrieval of Files from Carton that are individually listed into the database.	50.00	EA	\$ _____	\$ _____	
0009	Commodity Code: 920-48 Refile. A Carton, File or Item previously retrieved by a Customer that is returned to storage at the storage facility.	200.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0010	Commodity Code: 920-48 Next Day Delivery. A service for the delivery of Items under which Orders that are placed by 3:00 p.m. local time are scheduled for delivery on the next Business Day. This delivery schedule is premised on the Order not exceeding fifty (50) Items, and the delivery destination not exceeding thirty (30) road miles from the storage facility.	75.00	EA	\$ _____	\$ _____	
0011	Commodity Code: 920-48 Half-Day Delivery. A service for the delivery of Items to the Customer under which Orders that are placed by 10:00 a.m. local time on a Business Day are scheduled for delivery on the same Business Day; or, if Orders are placed later than 10:00 a.m., but prior to 3:00 p.m. on a Business Day, delivery is scheduled for no later than 12:00 p.m. on the next Business Day. This delivery schedule is premised on the Order not exceeding fifty (50) Items, and the delivery destination not exceeding thirty (30) road miles from the storage facility.	100.00	EA	\$ _____	\$ _____	
0012	Commodity Code: 920-48 Rush Delivery - Business Day. A service where vendor delivers Deposits to a Customer's facility on an accelerated basis. Items that are ordered not later than 2:00 p.m. on a Business Day are scheduled for delivery not later than three (3) hours of the placement of the Order. If an Order is placed after 2:00 p.m. local time on a Business Day, the Order will be delivered as a Rush Delivery - Weekends/Holidays/After Hours 8 (4 hour delivery on the same day) or delivered the next	50.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0013	Business Day by 11:00 a.m. as a Rush Delivery - Business Day Order type. This delivery schedule is based on the order not exceeding forty (40) Items and the delivery destination not being more than thirty (30) miles from the storage facility where the Items are stored. Commodity Code: 920-48 Rush Delivery - Weekends/Holidays/After Hours. A service where the Vendor delivers Deposits at a Customer's facility on an accelerated basis when placement of order is received after 2:00 p.m. local time on a Business Day , or on weekends or holidays. Delivery service is scheduled for delivery not later than four (4) hours after placement of the Order. This delivery schedule is conditioned on the order's not exceeding forty (40) Items and the delivery destination not exceeding thirty (30) road miles from the storage facility. Requests outside of this condition may be considered a Special Transportation Request.	10.00	EA	\$ _____	\$ _____	
0014	Commodity Code: 920-48 Regular Pickup. A service where Items are picked up by the Vendor at a Customer's location for transport to the Vendor's facility. Service is by request, and not a regularly scheduled Transportation Visit. Orders placed before 4:00 p.m. local time on a Business Day will be typically picked up within the following two Business Days. This delivery schedule is premised on the Order not exceeding five hundred (500) Items per day per physical Customer facility.	150.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT		
0015	Commodity Code: 920-48 Handling Charge. The charge for use of vehicle load capacity and the service of preparing Items for transportation and loading onto and off of Vendor's vehicles when making a pickup or delivery. Handling Charges are based upon the Cubic Footage of Items transported. For transportation, Files are consolidated into Packages. Handling Charges for Packages are charged at one Cubic Foot per Package. All Cartons are subject to a minimum Handling Charge of one Cubic Foot.	400.00	CUFT	\$ _____	\$ _____		
0016	Commodity Code: 920-48 Receiving and Entry - Cartons. The act of processing new Deposits when they are first received at a Vendor's facility, resulting in an increased storage volume. Includes the physical receipt, processing, assignment to a storage location and placement in the storage location. Items are scheduled to be completed into Vendor's database not later than three Business Days after pickup. This does not include Individual Listing of Files - if applicable.	500.00	EA	\$ _____	\$ _____		
0017	Commodity Code: 920-48 Data Entry: entering standard File descriptions into database	20000.00	EA	\$ _____	\$ _____		
0018	Commodity Code: 920-48 File: new File or document that is sent to storage and inserted into an existing Carton or File.	100.00	EA	\$ _____	\$ _____		

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT		
0019	Commodity Code: 920-48 Permanent Withdrawal. The act of processing a Permanent Withdrawal order to prepare and confirm Items retrieved at vendors dock for transportation and to update the status of the Item in the inventory system. Permanent Withdrawal applies to Items that will not be returned to vendors for storage, but are not to be destroyed by the vendor. Deposits processed for Permanent Withdrawal are deducted from the storage billing at the end of the month this process occurs. Processing includes: pulling the material from inventory, scanning to confirm, loading on a secure vehicle for ultimate withdrawal, and closing the order within the system (up to the standard destruction volume of 5,000 boxes per vendors market per month).	500.00	EA	\$ _____	\$ _____		
0020	Commodity Code: 920-48 Archival Destruction. The process of securely shredding Cartons that are stored with the vendor upon authorization of the customer. This includes retrieval, documentation and secure shredding such that the material cannot practicably be read or reconstructed. The shredded paper is recycled. Upon completion, a Certificate of Destruction statement appears on a customer's invoice to evidence the secure destruction. Archival Destruction prices assume that Cartons contain principally mixed office paper. Cartons to be destroyed that have significant components of contaminants and non-paper media are subject to an additional charge for destruction of these materials.	500.00	EA	\$ _____	\$ _____		
0021	Commodity Code: 920-48	100.00	EA	\$ _____	\$ _____		

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
	Re-Boxing Charge. Vendor may replace Cartons when the condition of the Carton will not support other Cartons in a standard storage configuration, or when the Carton is not safe for transport or handling. Re-boxing charge includes both the price of the replacement Carton and Labor, at a rate per Carton, to carry out the re-boxing service.					
0022	Commodity Code: 920-48 Computer searching on line in data base for records.	100.00	EA	\$ _____	\$ _____	
0023	Commodity Code: 920-48 Computer changes made in database for records	100.00	EA	\$ _____	\$ _____	
0024	Commodity Code: 920-48 Records transmittal forms, 3 part	500.00	EA	\$ _____	\$ _____	
0025	Commodity Code: 920-48 Standard carton LTR/LGL, BOTTOM	30.00	EA	\$ _____	\$ _____	
0026	Commodity Code: 920-48 Standard Carton LTR/LGL TOP	20.00	EA	\$ _____	\$ _____	

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- 01 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.
- 02 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.
- 03 Bid prices are to be quoted FOB LSU/DESTINATION and inclusive of any and all applicable shipping and handling charges.

Offsite Storage Specifications

The successful bidder shall be responsible for providing Off Site Disaster Protection for daily pickup and delivery of rotational media 3590 tapes to be stored in 15.5" X 21 1/2" X 7" suitcases provided by LSU. The media must be stored and transported in a climate-controlled environment to maintain the integrity of the data.

Often, the data provided on the media tapes are daily database backups which consist of student records, employee payroll, etc. For this reason, these records are considered, for all practical purposes, irreplaceable documents. The importance of this media requires that the successful bidder assure Information Technology Services of the successful bidder's professional acuity and commitment to excellence of service and confidentiality – all of which is necessary for Information Technology Services to provide the level of services demanded by the LSU campus. Information Technology reserves the right to inspect the successful bidder's facility prior to the awarding of the contract to confirm that the facility conforms to these specifications.

The offsite facility shall be a storage facility, designed for the storage of hard copy records. Shared facilities such as mini-warehouses, storage/moving companies, or other public storage businesses are not acceptable.

Note: Vital records can be defined as permanent records that cannot be replaced even after significant effort, expense, and delay, in that they are the sole handwritten record created at the time of the actual event or occurrence.

The successful bidder shall provide evidence of complying with all of the following specifications and conditions:

1. Vendors shall, with bid, provide appropriate evidence of incorporation as a vital records facility for no less than three (3) consecutive years.
2. **Vendor shall provide with bid three client references.** Reference information shall include client name, telephone number, contact name, and dates of service. None of the references shall be financially affiliated with the bidder.
3. Vendor storage facility must be accessible twenty-four hours per day three-hundred sixty five days per year, including all state, federal, and local holidays.
4. Vendor storage facility shall be well-maintained, with a roof which is free of leaks. The records storage area shall be maintained at a temperature of 65 degrees +/- 5 degrees Fahrenheit and a relative humidity of 45 % +/- 5%. The temperature and humidity controls must be computer monitored.
5. Once an emergency has been declared by the University, bidder shall have 2 hours to prepare all media for pick up via University chosen express courier to specified hot site storage facility.
6. The records storage area shall have an adequate operating dust filtration system.
7. Vendor storage facility must be secured, designed for the proper storage of vital records, including electronic data materials, paper materials, and various audio/visual materials.
8. Vendor shall have in place prior to award, provisions made to secure the facility against intrusion, unauthorized access, alteration, sabotage or destruction of court records.
9. Vendor storage facility shall be an unmarked building.
10. Vendor storage facility shall be equipped with protection against flooding and located in a non-flood prone area.

11. Vendor storage facility must be equipped with an automated fire suppression system. The fire suppression system must automatically activate under the control of smoke/fire detectors. The facility must have a fire wall to separate the records storage area from any area which might present a hazard to the records.
12. Vendor storage facility must have a back-up power system that will insure the facility is not without power for more than one hour.
13. All windows and doors throughout the vendor storage facility shall be wired to an operational electronic security system. The security system must be connected to police, fire and a 24 hour/7 day per week certified security monitoring service.
14. Vendor storage facility shall have a secure interior loading and unloading area.
15. Vendor storage facility shall have security barriers at all entry points of the facility, including access control systems, automatic gates to secured dock areas, fenced perimeter for entire facility, and secured access doors.
16. Vendor shall conduct daily security checks of storage facility.
17. Vendor storage facility security systems shall be inspected and tested regularly by a party certified to inspect and test such systems.
18. Vendor storage facility shall be equipped with electronic access control to the records storage area.
19. Vendor storage facility shall have insurance coverage on the contents being stored. Vendors shall submit upon request, proof of insurance coverage and coverage limitations.
20. Vendor storage facility shall be no less than one-quarter mile from other businesses or buildings that could be potentially hazardous.
21. The vendor courier vehicles shall be designed for safe transport with secure locking mechanisms & have climate controls. Vehicles shall be equipped with appropriate two-way communications and must be equipped with security, fire, and safety equipment.
22. Vendor shall maintain shipping and receiving records and all applicable signatures for future reference.
23. Vendor employees/drivers shall be bonded and provided with uniforms and identification cards identifying them as vendor employees.
24. After-hours vendor personnel must be trained to handle client emergencies/requests.
25. Vendor must use a barcode tracking system capable of generating client computer reports.
26. Vendor shall have a written contingency plan in the case of disaster, including measures for restoring power directives in accessing materials, instructions for providing enhanced security to the facility and its contents, and arrangements for disaster recovery services.
27. The successful bidder must provide an online service for inventory management, accessible to authorized Libraries staff from Hill Memorial Library. This service shall include search technology, the ability to request deliveries and pickups and the ability to order supplies.
28. The successful bidder must be located within a sixty-mile radius of Hill Memorial Library on the Louisiana State University Baton Rouge campus, or be within one-hour driving time.

29. Vendor must be able to deliver by courier, requested records within 36 hours of receipt request.
30. Vendor must retrieve the boxes to be stored off-site from LSU at a date to be arranged after award of contract is made.
31. Vendor storage facility must have a pest control program in place. Staff shall be trained and educated on how to recognize pest infestations, and they shall know what actions are to be taken if problems occur.
32. The University shall comply with the successful bidder's reasonable operations all requirements with regards to containers, delivery/pick-up volumes, security access and similar matters.
33. Governmental Orders: Vendor is authorized to comply with any subpoena or similar order related to the Deposits, provided that Vendor notifies LSU promptly upon receipt thereof, unless such notice³ is prohibited by law. LSU shall pay Vendor's applicable charges set forth in the Bid Price List for such compliance. Vendor will cooperate with LSU's efforts to quash or limit any subpoena, at LSU's expense. LSU acknowledges that its shipments, while in transit on Vendor vehicles, may be subject to inspection by federal, state or local government entities ("Government Inspectors"), and LSU authorized Vendor to fully cooperate with such inspections. Vendor shall bear no responsibility for loss or damage to Deposits such Deposits, caused by Government Inspectors
34. Damage of Loss Claims by the University shall be presented in writing within a reasonable time, and in no event, longer than ninety (90) days after delivery or return of the deposits to the University, or ninety (90) days after the University is notified that loss, damage, or destruction to part or all of the deposits has occurred. No action shall be maintained against the successful bidder for loss, damage or destruction of deposits, unless timely written claims have been provided and unless such action is commenced either within one (1) year after: (i) that date of delivery or return of the deposits by the successful bidder ; or (ii) the date University is notified that loss, damage or destruction to part or all of the deposits has occurred.
35. Notice of Loss: When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to LSU. In the event notice of loss, damage or destruction is given by certified letter, the time limitation for presentation of a claim and commencement of action or suit begins on the date of LSU's receipt of such notice.
36. Payment terms shall be net, thirty (30) days. If LSU fails to pay Vendor's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Vendor may, at its option: (a) suspend service, (b) redeliver Deposits to LSU or (c) terminate this Agreement. LSU shall be liable for late charges pursuant to the provisions set forth in R.S. 39:1695. If LSU is consistently delinquent (defined as being late in the payment of any three [3] or more³ undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Vendor may require payment by certified check prior to performance of services, including delivery of Deposits. Upon default by LSU, Vendor may return the deposits to LSU and seek legal remedies to obtain payment in accordance with Louisiana Law.
37. Ownership Warranty: LSU warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with the terms of this Agreement. Upon mutual agreement, LSU shall reimburse Vendor for any expenses reasonably incurred by Vendor by reason of Vendor's complianc³ with the instructions of LSU in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by LSU with Vendor.

38. The vendor shall waive any claim against Louisiana State University A&M College Board of Supervisors for loss or injury arising out of the operation of the contract except to the extent such claims arises out of the sole negligence of the University, its representatives or employees.
39. Force Majeure: In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
40. Confidentiality: "Confidential Information" means any information contained in the Deposits and any information concerning or relating to the property, business and affairs of LSU that is furnished to Vendor, except for information that was previously known to Vendor free of any obligation to keep it confidential, is subsequently made public by LSU or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by Vendor and shall be used only in the manner contemplated by this Agreement. Vendor shall not obtain any rights of any sort in or to the Confidential Information of LSU disclosed hereunder. Vendor shall use the same degree of care to safeguard Confidential Information as it utilized to safeguard its own confidential information, but in no case less than reasonable care .

Any material relative to this contract shall be handled in accordance with Louisiana Public Records Act., R.S. 44:1-44 and applicable rules and regulations.

All public records requests, if any, for any of the records in the possession of the successful bidder relative to this contract, shall be submitted to the University in writing. Such written requests shall be submitted to: Louisiana State University, Office of Purchasing, 213 Thomas Boyd Hall, Baton Rouge, LA 70803-3001 and shall reference the bid number and purchase order number relative to this contract. All such requests shall be released once the University has determined the request is in accordance with R.S. 44:1-44 and applicable rules and regulations.

41. Liability in Event of Loss of Deposits: Upon mutual agreement for the purposes of this Agreement, that (a) with respect to hard-copy records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other hard copy storage unit or another amount mutually agreed to by the parties in writing, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited to the cost of replacing the physical media. Vendor shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Vendor to exercise such care as a reasonably careful person would exercise under like circumstances; Vendor is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Vendor's liability is limited as provided herein. Deposits are not insured by Vendor amount of Vendor's liability is limited as provided herein. Deposits are not insured by Vendor against loss or damage, however caused. LSU may insure Deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. LSU shall cause its insurers of Deposits to waive any right of subrogation against Vendor. If Deposits are placed in the custody of a common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common carrier.
42. The successful bidder shall be responsible for relocating the materials from the current facility to the new facility at no expense to the University, at a time arranged by HML.
43. Liability for Non-Storage Services. Liability with Respect to Non-Storage Services: With respect to services not related to storage of Deposits, Vendor's maximum liability for any loss or default shall be the total amount of fees paid by LSU to Vendor for the performance of such services

during the immediately preceding six-month period. This solicitation does not require any non-storage services and any need that LSU would have for these types of services would be procured in accordance with all LSU Purchasing rules and regulations and a separate purchase order would be issued for these services.

44. No Consequential Damages, etc.: In no event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory.
45. Destruction of Deposits: LSU released Vendor from all liability by reason of the destruction of Deposits pursuant to LSU's written direction. Except for those Deposits that LSU specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other LSU Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates set forth in a Schedule. This solicitation does not require any destruction of deposits services and any need that LSU would have for these types of services would be procured in accordance with all LSU Purchasing rules and regulations and a separate purchase order would be issued for these services.
46. No Product Warranty: Vendor hereby assigns to LSU any manufacturers' warranties applicable to any products sold by Vendor pursuant to this Agreement. Vendor provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY VENDOR TO LSU, VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PRUPOSE.
47. Notice of Claims: Claims by LSU must be presented in writing within a reasonable time, and in no event longer than (90) days after delivery or return of the Deposits to LSU or ninety (90) days after LSU is notified that loss, damage, or destruction to part or all of the Deposits has occurred.
48. Filing of Actions: No action may be maintained against Vendor for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 10 unless such action is commenced either within one (1) year after: (i) the date of delivery or return of the Deposits by Vendor; or (ii) the date LSU is notified that loss, damage or destruction to part or all of the Deposits has occurred.
49. Restrictions on Stored Material; LSU Premises: LSU shall not store with Vendor nor deliver to Vendor for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material with may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. LSU shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All LSU's premises where Vendor's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.
50. Software License: If access to or use of Vendor inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Vendor hereby grants LSU a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Vendor during the term of this Agreement. LSU acknowledges that all Software and the inventory management system comprised of the Software belong to Vendor.

During the term of this Agreement, Vendor shall have the exclusive right to use Deposit inventory information to provide records management services to LSU; upon expiration of this Agreement, Vendor shall have the right to maintain inventory information for record-keeping purposes. Vendor's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.

51. Performance of Services by Affiliates: Certain lines of service may be performed by an affiliate of Vendor. In such event, the affiliate will perform such services as a subcontractor to Vendor, and Vendor shall invoice LSU directly. These services shall be procured in accordance with LSU Purchasing rules and regulations.
52. Modifications to Add LSU Locations, Services: In the event that LSU locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not be changed unless the parties so agree. Pricing adjustments for all LSU's locations and/or services under this Agreement may be made on dates pricing adjustments are permitted under the pricing Schedule, regardless of the dates when new locations or services are added. Any modification of LSU locations serviced or lines of services provided will be pursuant to an amendment of this Agreement or the Bid Price List. Any additional locations or services needed will be procured in accordance with all LSU Purchasing rules and regulations and is not part of this solicitation.
53. Purchase Orders: In the event that LSU issues a purchase order to Vendor covering the services provided under this Agreement which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Vendor.
54. Medical Records: If the Deposits include medical records, unless Vendor shall have explicitly agreed in writing, Vendor's performance of services shall not cause Vendor to be a "custodian" of the records or "designee" of LSU with respect to such records, or have any other liability under state or federal law with respect to such records. If LSU is a "covered entity" under the Health Insurance Portability and Accountability Act, LSU shall enter into Vendor's standard Business Associate Agreement with respect to Deposits containing personal health information.
55. Miscellaneous: This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment of the Agreement must be approved by the LSU Office of Purchasing. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Vendor shall be sent to the attention of its General Manager at such address. Vendor shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Terms and Conditions and the terms of the Bid Price List, the Bid Price List shall prevail as to the services covered thereby.
56. Governing Law: This Agreement shall be governed by, subject to and construed in all respects in accordance with the laws of the State of Louisiana

BID INSTRUCTIONS

Bid on per item amounts and multiply by approximations of quantities. Bid will be awarded on total estimated costs.

Vendor shall provide with bid three client references**References:**

1. NAME OF COMPANY _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE _____

DATES OF SERVICE _____

2. NAME OF COMPANY _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE _____

DATES OF SERVICE _____

3. NAME OF COMPANY _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE _____

DATES OF SERVICE _____

Vendors Shall Include with Bid, the Following Information:

Cost of Contract Termination: _____

Cost of Record Withdrawal: _____

**BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL & MECHANICAL COLLEGE
Purchasing Office, 213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001**

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability Insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Underground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

LSU TERM CONTRACT – SPECIAL CONDITIONS

These special conditions shall apply to LSU Term Contracts, in addition to all Standard Terms and Conditions.

A "Term Contract" is defined as an agreement with a Vendor 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. Such pricing agreements are commonly referred to as standing agreements, open end contracts, and requirements contracts. Purchase/release orders issued against term contracts serve as the Vendor's authorization to ship goods and/or provide services.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning Time of Award and ending 06/30/2010, 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 Vendor, this contract may be renewed for 2 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award. Total contract period not to exceed _____ months.

4. Estimated Quantities

It is understood that LSU shall not be held responsible for purchasing any specified amount. 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. Vendor 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, Vendor 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. Vendor Parking on the LSU Campus – Permits & 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 225-578-5000, or visit their office located in the Public Safety Building on South Stadium Road, Baton Rouge, LA 70803.

8. Vendor Non-Performance

Vendor is required to perform in strict accordance with all contract specifications, terms, and conditions. Vendor 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 Vendor is issued three (3) or more complaints of non-performance, LSU reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the Vendor non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to LSU Purchasing 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 Purchasing and issuance of a formal LSU Contract Amendment. The Vendor shall honor purchase/release orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Vendor/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.

Vendor shall give prompt written notice to LSU Purchasing of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Vendors 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 Vendor's expense, and non-payment.

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

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

12. Right to Add Department Users

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments to use the contract as their needs arise; and Vendor shall honor all such purchase/release orders.

13. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude LSU from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report

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

The following forms are tools for evaluating our contracts and Vendor performance, and may be accessed at our website (www.fas.lsu.edu/purchasing) under Forms/General:

- PUR512 Contract Suggestions
- PUR514 Contract Performance Evaluation
- PUR515 Deficiency/Complaint Report

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.