



THE UNIVERSITY of
NEW ORLEANS

INVITATION FOR BID

**BID NAME AND NUMBER:
PROVISION OF DIRECT MAIL SERVICES
BDB2225**

**BID OPENING TIME AND DATE:
MAY 4, 2011 @ 2:00PM**

**BUYER:
Deborah K. Bridges
Director of Purchasing
dkbridge@uno.edu**

RETURN ALL BIDS TO THE FOLLOWING ADDRESS:

**Purchasing Office
Mathematics Building, Room 351
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6214
Fax: (504) 280-6297**

General Instructions to Bidders

1 Invitation to Bid

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the 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 University.

3 Read Solicitation

Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids

Bids may be submitted in person or by mail. The mailing address, fax number, and e-mail address are listed on the cover sheet.

Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all 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.

10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.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 the University in any dispute.

11 Acceptance

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

Bid Signature

By signing this bid, 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 (Company Name)	_____ Mailing Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name	_____ Phone Number
_____ Title	_____ Fax Number
_____ E-Mail Address	_____ Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than seven (7) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

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, Executive Order 11246, 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, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model

he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

Louisiana Preference

A preference will be given to materials, supplies, and provisions produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

Warranty

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

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____
2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse

own any interest in that corporation, partnership or other legal entity? _____

4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.
Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.
Do you claim this preference? YES _____ NO _____

Specify Item Numbers:

Specify location within Louisiana where this product is produced, manufactured, grown or assembled: _____

Do you have a Louisiana Business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?
YES _____ NO _____

Specifications

Scope of Work

The University of New Orleans is seeking bids for the addressing, folding, inserting, and related direct mail services for the mailing and letters and flats as per the following specifications and Bid Schedule.

Length of Contract

The original contract period will be from the date of award through June 30, 2012. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. Renewals will be from July 1st through June 30th of the remaining contract years. Contract shall not exceed sixty (60) months.

Frequency of Contract

Direct mail services at The University of New Orleans will be required intermittently throughout the year, with volumes varying from month to month. No minimum quantities are guaranteed as a part of this contract.

The successful vendor may need to retrieve jobs from both Mail Services and Creative Services up to three (3) times per week. The University does not wish to specify exact days and times for pick-ups, so the successful vendor will need to be flexible for same. Vendor must pick up job within twenty-four (24) hours of notification (weekends and holidays excluded).

Coordinating Departments

All direct mail services will be coordinated through the UNO Campus Mail Services and the UNO Office of Creative Services. All questions, clarifications, problems, and proposed changes to this contract must be coordinated through the following contacts:

For Campus Mail Services:

Ms. Darlene Berggren
Director of Auxiliary Services
The University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Phone: 504-280-1052
Email: dberggre@uno.edu

For Creative Services:

Ms. Sandra Lancaster
Production Coordinator
The University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Phone: 504-280-6829
Email: slancast@uno.edu

Vendor Responsibilities

Successful vendor will be solely responsible for the following services:

Vendor will provide all services listed in the Bid Schedule at the listed prices

Vendor will provide live samples of variable data jobs when requested

Vendor will pick-up all jobs within twenty-four (24) hours of notification (weekends and holidays excluded)

Vendor will deliver all completed jobs to the US Post Office, New Orleans Main Branch, upon completion.

Vendor will invoice monthly as per the bid specifications

University Responsibilities

Notification of USPS for vendor authority to sign for processing bulk mail

Payment for all appropriate charges under this contract

Campus Mail Services Requirements

Campus Mail Services will primarily be using the services described in items 1-5 on the attached Bid Schedule. The contact person for coordination of these services will be the UNO Campus Mail supervisor (currently Mr. William Veal).

The University will be responsible for notifying the US Post Office that the successful vendor will have the authority to sign Form 3602N.

When the vendor signs Form 3602N the following information related to the mailing job must be provided to the UNO Campus Mail Supervisor in order for the University to make accurate and timely bulk mailing postage and processing cost chargebacks to the various University departments:

University Department Name

Title of Job being mailed

Estimated number of pieces

Accounts number to charge

Contact Person

University telephone number

Please note that the University of New Orleans Campus Mail Services is a contracted operation. UNO Campus Mail Service Personnel are not employees of UNO and have no authority to make financial obligations or policy decisions on behalf of the University. Any and all questions and/or problems regarding this contract shall be coordinated through Ms. Darlene Berggren, Director of Auxiliary Services.

Creative Services Requirements

The Production Coordinator for Creative Services will be the contact person for all direct mail services other than those requested through the Campus Mail Service. Any and all requests for services received by the vendor will be referred to the UNO Office of Creative Services.

Billing and Payment

The responsibility for all charges under this agreement shall be the responsibility of the University of New Orleans.

Successful vendor will invoice the University monthly. The vendor will provide separate invoices for the Campus Mail Services and Creative Services. For the Campus Mail Services, all copies of Form 3602 marked received by the USPS Mail entry Unit, along with any USPS dispatch Certificates, etc., received by the vendor must be returned on a monthly basis with the vendor's invoice for services. Vendor invoices for direct mail services processed through the UNO Campus Mail Service shall include the department name, job title, number of pieces, and a description of direct mail services provided.

Invoices may be sent by mail, by hand, or electronically. All Campus Mail Services Invoices will be sent to the following addresses:

For Campus Mail Services:

Ms. Cathy Beckman

Budget Coordinator, Auxiliary Services

The University of New Orleans

2000 Lakeshore Drive
New Orleans, LA 70148
Phone: 504-280-7084
Email: cbeckman@uno.edu

For Creative Services:

Ms. Sandra Lancaster
Production Coordinator
The University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Phone: 504-280-6829
Email: slancast@uno.edu

Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold the University harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the University shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Product, Material, or Service; ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-

infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Contract Termination

Termination for Cause

The University may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

Termination for Convenience

The University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the 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 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 are not appropriated.

Bid Schedule

1. Inkjet barcoded address onto letter-size mail and deliver to USPS \$_____/hundred
2. Inkjet barcoded address onto flat-size mail and deliver to USPS \$_____/hundred
3. Sort by USPS requirements for Standards Mail (A) price to include strapping of mail trays as required by USPS standards, providing bundling and barcoding tray or stack labels \$_____/hundred
4. Presort supplied data, price to include appending barcode and updating file providing CASS certification reports and NCOA processing, barcoded tray and sack tags, all other documentation required by the USPS for Standard Mail (A). Barcode on mail pieces must meet ABE standards set by the USPS. \$_____/hundred
5. Merge multiple data files \$_____/hundred
6. Laser print 8.5 x 11" letter with variable data, letterhead supplied, price to include scanning and placing signature when applicable \$_____/hundred
7. Laser print 8.5 x 14" letter with variable data, letterhead supplied, price to include scanning and placing signature when applicable \$_____/hundred
8. Match insert personalized letter with personalized envelope \$_____/hundred
9. Hand-fold sheet of paper up to 8.5 x 14" \$_____/hundred
10. Hand insert 1 piece into letter-size envelope \$_____/hundred
11. Charge per additional insert, hand inserted \$_____/hundred
12. Affix white tab(s) on letter-size mail (give cost per tab, if multiple) \$_____/hundred
13. Affix clear tab(s) on letter-size mail (give cost per tab, if multiple) \$_____/hundred
14. Affix live stamp on letter-size mail \$_____/hundred
15. Machine fold 1 sheet up to 14 x 20" \$_____/hundred
16. Machine insert 1 piece into letter-size envelope \$_____/hundred
17. Charge per additional insert (letter), machine inserted \$_____/hundred
18. Machine insert 1 piece into flat-size envelope \$_____/hundred
19. Charge per additional insert (flat), machine inserted \$_____/hundred
20. Seal envelopes by machine, letter-size mail \$_____/hundred
21. Seal envelopes by machine, flat-size mail \$_____/hundred
22. Pick up from UNO \$_____/each
23. Delivery of overs back to UNO \$_____/each

Insurance and Indemnification

Before commencing work, Vendor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- VI or higher and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the agreement or contract number. The cost of such insurance shall be included in the bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the Vendor/Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the University of New Orleans. At the option of the University of New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University of New Orleans, its officers, officials, employees and volunteers; or the

Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. **The University of New Orleans, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds"** as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University of New Orleans, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University of New Orleans, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University of New Orleans, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University of New Orleans.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University of New Orleans.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A- VI or higher. This rating requirement will be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University of New Orleans with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

certificates are to be received and approved by the University of New Orleans before work commences. The University of New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Special Terms and Conditions

1. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
2. If bidding other than the specified brand/model, a sample must be submitted with the bid.
3. The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
4. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June 30th of the initial contract year. Renewals will be from July 1st through June 30th of the remaining contract years. Contract shall not exceed sixty (60) months.
5. NOTE: No overruns will be accepted by the University.
6. If the Vendor fails to make delivery within a satisfactory time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
7. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
8. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
9. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.

10. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.
11. In case of default by the Vendor, the University reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
12. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
13. Award to be made on an all-or-none basis.
14. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the 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 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 are not appropriated.