

INVITATION TO BID		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			06/02/2009	11:00 AM
SOLICITATION 000007281 VENDOR # VENDOR NAME AND ADDRESS 			RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Charlotte Newman BUYER PHONE (225)578-2290 ISSUE DATE 05/15/2009	
TITLE: TREES FOR LANDSCAPE - 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.		

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
	UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSU FACILITY SERVICES Landscape Development Material Control Office CEBA Lane Baton Rouge, LA 70803 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: 595-75 2" Acer rubrum var drummondii - Swamp Red Maple	5.00	EA	\$ _____	\$ _____	
0002	Commodity Code: 595-75 2 1/2" Acer rubrum var drummondii - Swamp Red Maple	5.00	EA	\$ _____	\$ _____	
0003	Commodity Code: 595-75 6 - 8" Betula nigra - River Birch	5.00	EA	\$ _____	\$ _____	
0004	Commodity Code: 595-75 8 - 10" Betula nigra - River Birch	5.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT		
0005	Commodity Code: 595-75 10 - 12" Betula nigra - River Birch	5.00	EA	\$ _____	\$ _____		
0006	Commodity Code: 595-75 12 - 14" Betula nigra - River Birch	5.00	EA	\$ _____	\$ _____		
0007	Commodity Code: 595-75 14 - 16" Betula nigra - River Birch	5.00	EA	\$ _____	\$ _____		
0008	Commodity Code: 595-75 6 - 8" Cupressus arizonica - Arizona Cypress- Carolina Sapphire	5.00	EA	\$ _____	\$ _____		
0009	Commodity Code: 595-75 6-8" Ilex x attenuata - Savannah	8.00	EA	\$ _____	\$ _____		
0010	Commodity Code: 595-75 8-10" Ilex x attenuata - Savannah	5.00	EA	\$ _____	\$ _____		
0011	Commodity Code: 595-75 4-6" Lagerstoemia indica - Crape Myrtle- Acoma White	5.00	EA	\$ _____	\$ _____		

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0012	Commodity Code: 595-75 6-8" Lagerstoemia indica - Crape Myrtle- Acoma White	5.00	EA	\$ _____	\$ _____	
0013	Commodity Code: 595-75 6-8" Lagerstoemia indica - Crape Myrtle- Natchez White	15.00	EA	\$ _____	\$ _____	
0014	Commodity Code: 595-75 6-8" Lagerstoemia indica - Crape Myrtle- Tuskegee	5.00	EA	\$ _____	\$ _____	
0015	Commodity Code: 595-75 6-8" Lagerstoemia indica - Crape Myrtle- Townhouse	5.00	EA	\$ _____	\$ _____	
0016	Commodity Code: 595-75 6-8" Lagerstoemia indica - Crape Myrtle- Biloxi	5.00	EA	\$ _____	\$ _____	
0017	Commodity Code: 595-75 8-10" Lagerstoemia indica - Crape Myrtle- Muskogee	26.00	EA	\$ _____	\$ _____	
0018	Commodity Code: 595-75 8-10" Lagerstoemia indica - Crape Myrtle- Natchez White	15.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0019	Commodity Code: 595-75 8-10" Lagerstoemia indica - Crape Myrtle- Tuskegee	5.00	EA	\$ _____	\$ _____	
0020	Commodity Code: 595-75 8-10" Lagerstoemia indica - Crape Myrtle- Biloxi	5.00	EA	\$ _____	\$ _____	
0021	Commodity Code: 595-75 10-12" Lagerstoemia indica - Crape Myrtle- Muskogee	5.00	EA	\$ _____	\$ _____	
0022	Commodity Code: 595-75 10-12" Lagerstoemia indica - Crape Myrtle- Natchez White	5.00	EA	\$ _____	\$ _____	
0023	Commodity Code: 595-75 10-12" Lagerstoemia indica - Crape Myrtle- Tuskegee	5.00	EA	\$ _____	\$ _____	
0024	Commodity Code: 595-75 12-14" Lagerstoemia indica - Crape Myrtle- Muskogee	5.00	EA	\$ _____	\$ _____	
0025	Commodity Code: 595-75 10-12" Lagerstoemia indica - Crape Myrtle- Tuskegee	5.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0026	Commodity Code: 595-75 6 - 8' Pinus glabra - Spruce Pine	5.00	EA	\$ _____	\$ _____	
0027	Commodity Code: 595-75 8 - 10' Pinus glabra - Spruce Pine	5.00	EA	\$ _____	\$ _____	
0028	Commodity Code: 595-75 10 - 12' Pinus glabra - Spruce Pine	5.00	EA	\$ _____	\$ _____	
0029	Commodity Code: 595-75 12 - 14' Pinus glabra - Spruce Pine	5.00	EA	\$ _____	\$ _____	
0030	Commodity Code: 595-75 2" Pistacia chinensis - Pistachio	5.00	EA	\$ _____	\$ _____	
0031	Commodity Code: 595-75 2" Pyrus calleryana - 'Aristocrat' Pear	5.00	EA	\$ _____	\$ _____	
0032	Commodity Code: 595-75 2" Pyrus calleryana - 'Bradford' Pear	13.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0033	Commodity Code: 595-75 2 1/2" Pyrus calleryana - 'Bradford' Pear	5.00	EA	\$ _____	\$ _____	
0034	Commodity Code: 595-75 2" Quercus falcata 'pagodifolia' - Cherrybark	5.00	EA	\$ _____	\$ _____	
0035	Commodity Code: 595-75 2 1/2" Quercus falcata 'pagodifolia' - Cherrybark	5.00	EA	\$ _____	\$ _____	
0036	Commodity Code: 595-75 2" Quercus lyrata - Overcup	5.00	EA	\$ _____	\$ _____	
0037	Commodity Code: 595-75 2 1/2" Quercus lyrata - Overcup	5.00	EA	\$ _____	\$ _____	
0038	Commodity Code: 595-75 3" Quercus lyrata - Overcup	5.00	EA	\$ _____	\$ _____	
0039	Commodity Code: 595-75 2" Quercus nuttalli - Nuttall Oak	5.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	
0040	Commodity Code: 595-75 3" Quercus nuttalli - Nuttall Oak	5.00	EA	\$ _____	\$ _____	
0041	Commodity Code: 595-75 3 1/2" Quercus nuttalli - Nuttall Oak	5.00	EA	\$ _____	\$ _____	
0042	Commodity Code: 595-75 4" Quercus nuttalli - Nuttall Oak	5.00	EA	\$ _____	\$ _____	
0043	Commodity Code: 595-75 2" Quercus phellos - Willow Oak	5.00	EA	\$ _____	\$ _____	
0044	Commodity Code: 595-75 2 1/2" Quercus phellos - Willow Oak	5.00	EA	\$ _____	\$ _____	
0045	Commodity Code: 595-75 2" Quercus virginiana - Live Oak	6.00	EA	\$ _____	\$ _____	
0046	Commodity Code: 595-75 2 1/2" Quercus virginiana - Live Oak	5.00	EA	\$ _____	\$ _____	

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT		
0047	Commodity Code: 595-75 3" Quercus virginiana - Live Oak	5.00	EA	\$ _____	\$ _____		
0048	Commodity Code: 595-75 3 1/2" Quercus virginiana - Live Oak	5.00	EA	\$ _____	\$ _____		
0049	Commodity Code: 595-75 4" Quercus virginiana - Live Oak	5.00	EA	\$ _____	\$ _____		
0050	Commodity Code: 595-75 2" Taxodium distichum - Bald Cypress	18.00	EA	\$ _____	\$ _____		
0051	Commodity Code: 595-75 2 1/2" Taxodium distichum - Bald Cypress	5.00	EA	\$ _____	\$ _____		
0052	Commodity Code: 595-75 3" Taxodium distichum - Bald Cypress	5.00	EA	\$ _____	\$ _____		
0053	Commodity Code: 595-75 3 1/2" Taxodium distichum - Bald Cypress	5.00	EA	\$ _____	\$ _____		

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ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0054	Commodity Code: 595-75 4" Taxodium distichum - Bald Cypress	5.00	EA	\$ _____	\$ _____
0055	Commodity Code: 595-75 5" Taxodium distichum - Bald Cypress	5.00	EA	\$ _____	\$ _____
0056	Commodity Code: 595-75 2" Ulmus parvifolia - Drake Elm	5.00	EA	\$ _____	\$ _____
0057	Commodity Code: 595-75 2 1/2" Ulmus parvifolia - Drake Elm	5.00	EA	\$ _____	\$ _____
0058	Commodity Code: 595-75 3" Ulmus parvifolia - Drake Elm	5.00	EA	\$ _____	\$ _____

SPECIAL TERMS & CONDITIONS**INVITATION TO BID**

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01 All items with reference to inches is referring to caliper. All items with reference to feet is referring to height.

02 All trees are to be balled and burlap.

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 July 1, 2009 and ending June 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 36 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.