

## DEPARTMENT LIBRARY NOTES

### INSURANCE:

- 100** Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.
- 110** If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, successful bidder shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College shall be named as an additional insured on all liability policies.

### PARKING:

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

### SAMPLES:

- 300** Samples are to be submitted with bid. Failure to have such samples in the Procurement Services Office by bid due date and time is cause and may cause rejection of bid.
- 310** The University reserves the right to request samples of any product quoted as an equal for evaluation prior to any award. Requested samples are to be furnished and delivered at no cost to the University, and received by the University within ?? days of request. Failure to deliver samples by the requested deadline shall be just cause to reject supplier's bid.
- 320** The University reserves the right to request samples prior to award. Failure to submit samples on request will cause rejection of bid.
- 330** The University reserves the right to request demonstration. If requested, such demonstration to be at LSU (at bidder's expense) within ten days from written request.

**AWARD:**

- 400** Any bidder proposing equal products should submit with bid complete information, including brochures and pictures depicting proposed equals.
- 410** AVAILABLE FY FUNDS: Bids are requested in anticipation of available funds for purchase in the current fiscal year. If funds are not available, the University reserves the right to cancel this solicitation and to reject all bids.
- 420** The University reserves the right to accept the Base Bid or the Alternate Bid, whichever it deems in its best interest.
- 430** All items herein are for resale purposes. Per LAC 34:XIII, only the Manufacturer/Brand Name(s) and/or Model/Number(s) specified shall be acceptable for award, receiving, and payment purposes.
- 440** In accordance with LAC 34:XIII, this solicitation specifications have been approved as proprietary and only bidders bidding the exact brand(s) and model number(s) will be considered for award.
- 450** Certificate of Nutritional Analysis: A laboratory certificate of nutrient/relative feed value analysis from a sample of the proposed and allotted product shall be required prior to any award. This certificate should accompany your bid response for evaluation purposes; but if not, must be provided upon notification and within the requested time frame. Failure to timely provide the certificate shall be just cause to reject your bid in its entirety without further consideration.
- 460** The University reserves the right to purchase the equipment with or without the trade in upon the determination that it is in the best interest of the University and approval by the Louisiana Property Assistance Agency.

**DELIVERY:**

- 500** DELIVERY IS OF THE ESSENCE! The University reserves the right to award to that supplier which provides the earliest possible delivery. The University also reserves the right to reject any supplier who cannot make delivery within ??? days of Notification of Award or Purchase Order. STATE NUMBER OF CALENDAR DAYS AFTER NOA YOU REQUIRE FOR DELIVERY: \_\_\_\_\_.
- 510** DELIVERY TIMES: Unless otherwise specified or agreed upon, supplier deliveries will be accepted Monday through Friday (excluding holidays), between the hours of ??:?? am and ??:?? pm. Deliveries made outside of this timeframe are subject to rejection by the University and re-delivery at the supplier's sole expense.
- 520** DELIVERY NOTIFICATION: Supplier must contact, schedule and coordinate delivery with ?? contact name?? at ?? phone/email?? at least 48 hours prior to delivery.
- 530** DOCK DELIVERY/UNLOADING: The supplier (and/or its contracted freight carrier) is responsible for outside dock delivery and offloading the shipping containers. All associated costs shall be borne by the supplier. The University is responsible for further delivery and product distribution beyond this point.

- 540** INSIDE DELIVERY/GROUND LEVEL: The supplier (and/or its contracted freight carrier) is responsible for delivering, offloading, and setting shipping containers inside the department's specified ground level receiving area. All associated costs shall be borne by the supplier. The University is responsible for further delivery and product distribution beyond this point.
- 550** INSIDE DELIVERY/NON-GROUND LEVEL: The supplier (and/or its contracted freight carrier) is responsible for delivering, offloading, and setting shipping containers inside the department's specified non-ground level receiving area. Elevators are available for use by the supplier/carrier for this purpose. All associated costs shall be borne by the supplier. The University is responsible for further delivery and product distribution beyond this point.
- 560** INSIDE DELIVERY/SET IN PLACE: The supplier is responsible for all costs (including any special carrier handling and labor) to furnish, deliver, unload, uncrate, assemble, and set in place all items to the satisfaction of the receiving department; as well as for the removal of all related debris from University premises. The supplier is responsible for scheduling and coordinating all logistics with the University representative and any of its contracted freight carriers and labor forces. All associated costs shall be borne by the supplier.
- 570** The University reserves the right to request a representative sample for taste testing. Complete documentation on chemical/nutritional value of products to be submitted with the bid or within two days after request. These items will be provided at no charge to the University for analysis by University personnel. The University is the sole judge as to the suitability of the proposed equals to meet its needs. Failure to provide sample and documentation is cause and will cause rejection of bid.
- 580** In order for the University to be assured that current fiscal year funds are available for this purchase, delivery and invoicing must be made no later than June 30. Please consider this constraint when quoting number of days required to complete delivery. The University reserves the right to reject all bids that do not meet the June 30th delivery requirement. Failure to meet this requirement may result in cancellation of order.
- 590** New Fiscal Year Funds: Any orders resulting from this solicitation will be paid with new fiscal year funds, if appropriated by the legislature. Delivery cannot be made prior to July 1 and your bid prices must be firm for acceptance and delivery accordingly.

**CONTRACTS:**

- 600** IMPORTANT NOTE TO SUPPLIER: THIS IS NOT AN ORDER TO SHIP GOODS AND/OR PROVIDE SERVICES. ORDERS WILL BE PLACED BY THE DEPARTMENT(S) AS NEEDED DURING THE CONTRACT PERIOD. SEE ATTACHED "LSU TERM CONTRACT - SPECIAL CONDITIONS."
- 610** In accordance with your bid response, an 8% royalty fee for LSU indicia may be added and invoiced as a separate item.
- 620** All quantities are approximate. It is to be understood that the University will not be held responsible for purchasing any specified amount. Orders will be placed as needed. Contract prices shall remain

firm for duration of contract and no price increases will be allowed. In the event of a price decrease the University will be notified immediately and be allowed to take advantage of such decrease beginning with effective date of the price decrease.

- 630** In the event of unsatisfactory service, the University reserves the right to cancel this agreement upon thirty (30) days written notice.
- 640** The University may terminate any contract entered into as a result of this solicitation at any time by giving thirty (30) days written notice to the supplier. The supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 650** The University reserves the right to authorize additional departments/campuses to use this contract as their needs arise.

**MISCELLANEOUS:**

- 700** LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.
- 710** Installation is to be in Room ????? , Building ????? . Supplier to deliver, uncrate, install, and remove debris upon installation. For site visit, contact ????? at telephone number: ?????.
- 720** Supplier Is Responsible For Visiting Site And Taking Own Measurements. Measurements Submitted With These Specifications Are Intended Only To Illustrate Scope Of Work.
- 730** These Animals Were Selected On Basis Of Breed, Sex, And Conformation For Use In Research Project.
- 740** Licensed Caterers: As a matter of institutional policy and in compliance with our program of risk management, LSU requires that suppliers providing catering services within LSU facilities and premises, do so under a Catered Food Events License. The caterer must comply with all State Board of Health regulations and show evidence of necessary permits upon request. If you are not licensed and desire to become licensed, please refer to the LSU Procurement Services website at: <http://www.lsu.edu/administration/ofa/procurement/a-z-policies-procedures/catering.php>.
- 750** Unit Price is to be quoted on a "Per Person" basis, inclusive of all costs such as gratuity, set-up, clean up and delivery charges.
- 760** Any applicable customs duty is to be included in quoted price, but is to be shown separately in cost breakdown.
- 770** Fiscal Funding: The continuation of this contract is contingent upon the continuation of an appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such

reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

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

#### **INDICIA (LOGO):**

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

**810** Use of University Name and Indicia (PS-93): LSU is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks (hereafter called "Licensed Marks"), including without limitation, the names "Louisiana State University" and "LSU Tigers," the wordmark "LSU," logotypes, and seals incorporating one or more of the foregoing, and certain logographics and/or symbols which have come to be associated with Louisiana State University. Only suppliers licensed by LSU through the Office of the Vice Chancellor for Finance & Administrative Services shall be qualified to bid items involving "Licensed Marks."

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

#### **ADVERTISING:**

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

- 910** Invoices/Tear Sheets: Print ads are to be invoiced in arrears. Invoices are to be accompanied by tear sheets, which will serve as proof of supplier performance and the University's record of receipt. Supplier shall provide tear sheets at no cost to the University.
- 920** Invoices for broadcast media advertisements (radio/television) are to be accompanied by a notarized affidavit showing air dates and times. This affidavit will serve as proof of supplier performance and the University's record of receipt. The cost of the notarized affidavit shall be borne by the supplier.
- 930** Invoices for website advertisements are to be accompanied by a notarized affidavit confirming the online insertion dates. This affidavit will serve as the University's proof of supplier performance and the University's record of receipt. The cost of the notarized affidavit shall be borne by the supplier.
- 940** Invoices for billboard advertising are to be accompanied by a notarized affidavit confirming the poster display dates. This affidavit will serve as the University's proof of supplier performance and the University's record of receipt. The cost of the affidavit shall be borne by the supplier.

**INFORMATION SECURITY:**

- 1000** Information Security: Supplier agrees to comply with all applicable laws, regulations, and LSU policies, including but not limited to, PS-30 Student Privacy Rights, PS-113 Social Security Number Policy, PS-114 Security of Computing Resources Policy, and the Louisiana Database Breach Notification Law (RS 51:3071-77). In addition, supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches or incidents shall be reported immediately to LSU. "Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by LSU. Protected information includes but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by LSU.
- 1010** INFORMATION SECURITY: Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

**1020** "Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.