

REQUEST FOR QUOTATION – GENERAL CONDITIONS

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES. THESE PAGES SHOULD BE RETURNED WITH BID(CONFIRMATION THAT YOU ARE COMPLYING WITH ALL REQUIREMENTS STATED ON SHEETS)

SOUTHERN UNIVERSITY-BATON ROUGE

Southern University Purchasing Department will receive sealed quotations until the time and date specified in this Invitation for Quotation (RFQ). No quotation will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, quotations will be publicly opened and read in the Conference Room-1st Floor East of the J.S. Clark Administration Annex Building, or another designated area.

Quotations should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, quotations may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Quotations submitted are subject to provisions of La.R.S.39:1551-1736; Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications listed in this Invitation for Quotation.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT WWW.LEGIS.STATE.LA.US

INSTRUCTIONS TO BIDDERS

1. Quote Forms

All written quotations, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed. Quotations submitted in the following manner will **not** be accepted:

- (1) Quote containing no signature indicating intent to be bound
- (2) Quote filled out in pencil
- (3) Quote not submitted on University standard forms

Quotations must be received at the address specified in the Invitation for Quotation prior to bid opening time in order to be considered. Telegraphic and fax alterations to quotes received before quote opening time will be considered provided formal quotation and written alteration have been received and time-stamped before quote opening time.

2. Standard of Quality

Any product or service quotation must conform to all applicable Federal and State laws, regulations and the specifications contained in the RFQ. Unless otherwise specified in the RFQ, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level and characteristics required. Bidder must specify the brand and model number of the product offered in his/her quotation. Quotations not specifying brand and model numbers will be considered as offering the exact product(s) specified in the RFP.

3. Descriptive Information

Contractors proposing an equivalent brand or model should submit information with quotation (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with these specifications in the RFQ. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If item(s) quotes do not fully comply with specifications (including brand and/or product number), contractor must state in what respect the item(s) deviate. Failure to note exceptions on the quotation form will not relieve the successful contractor(s) from supplying the actual products requested.

4. Quotation Opening

Contractors may attend the quotation opening, but no information or opinions concerning the ultimate contract award will be given at the quotation opening or during the evaluation process. Quotations may be examined 72 hours after request is made. (Unless otherwise specified, all quotations shall be binding for thirty (30) calendar days from due date). Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Written quote tabulation will not be furnished.

Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all quotes and waive any informalities.

5. Prices

Unless otherwise specified by the Purchasing Department in the RFQ, quote prices must be complete, including transportation, prepaid by bidder to destination. Quotes other than FOB destination may be rejected. In the event of extension errors, the unit price shall prevail.

6. Payment Terms

Payment is to be made within thirty (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. Deliveries

Quotes may be rejected if the delivery time indicated is longer than that specified in the RFQ.

8. Vendor Invoices

Invoices shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted.

Initialed by: _____

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(Revised 7/2011)

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9. Taxes

Vendor is responsible for including all applicable taxes in the bid prices. Southern University 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.

10. New Products

Unless specifically called for in the RFQ all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the RFQ.

11. Contract Renewals

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.

12. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within 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) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

13. Fiscal Funding Clause

In accordance with LA R.S. 39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action.

E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds."

14. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

15. Telephone Inquiries

Telephone inquiries may be directed to the Purchasing Department with requisition number for reference.

16. Applicable Law

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

17. Equal Opportunity

By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status or any other non-merit factor.

1. Certification of No Suspension or Debarment (\$25,000 or more)

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.epl.gov.

_____ Federal Funded _____ Non-Federal Funded

18. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is 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.

19. 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.

20. Fair Labor Standards Act

Contractor shall be in compliance with the Fair Labor Standards Act 29 USC 201-6; establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: www.dol.gov/esa

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21. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; Ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**
_____ Federal Funded _____ Non-Federal Funded

22. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

23. In accordance with the provisions of R.S. 39:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contedere to any state felony or equivalent federal felony crime.

24. Signature Authority

Attention: R.S. 39:1594(C) (4) Requires Evidence of Authority to Sign and Submit Bids to the State of Louisiana and Southern University & A&M College.

ATTENTION: R.S. 39:1594(C) (4) requires evidence of authority to sign and submit bids/quotations to the State of Louisiana and Southern University.

1. The Signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the secretary of state..
2. The Signer of this Bid is a representative of the bidder authorized to submit this bid as evidenced by the corporate resolution or certification as to corporate principal
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts.

NOTE: IN ACCORDANCE WITH SIGNATURE AUTHORITY PLEASE ENCLOSED WITH BID; BOARD RESOLUTION, AFFIDAVIT OR OTHER AUTHENTIC DOCUMENT AS STATED ABOVE.

~~ Please Fill in All Blanks ~

In compliance with the Request for Bid and subject to conditions thereof, the undersigned offers and agrees that the bid be accepted and to furnish any and all items (or section) at the prices set opposite each item (or section).

SERVICES OR SHIPMENTS WILL BE MADE AS LISTED ON THE PURCHASE ORDER. ANY SHIPMENTS IS TO BE FOB SOUTHERN UNIVERSITY, BATON ROUGE, LOUISIANA UNLESS OTHERWISE STATED BY THE UNIVERSITY.

Company _____

By (name printed) _____ Email Address: _____

Signature _____ FEIN _____
Signature Authority: In accordance with R.S. 39:1594

Address _____
Street/Box Number City/State/Zip Code

Telephone Number () _____ Facsimile () _____

NOTE: By accepting a purchase order resulting from this Invitation to Bid, non-resident firms certify that they have paid all taxes duly assessed by the State of Louisiana and its political subdivisions, including franchise taxes, privilege taxes, sales taxes and all other taxes for which they are liable to the state and its political subdivisions.

Initialed by: _____

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