INVITATION TO BID

COVER LETTER

ADDITIONAL INFORMATION BID #000471

PROCEDURE & BID SUBMISSION:

BIDDERS MUST PROPERLY COMPLETE AND SIGN BID, INCLUDING ALL REQUIRED ATTESTATIONS AND ADDENDA. ANY EXCEPTIONS TO THE ATTACHED TERMS AND CONDITIONS SHALL BE PRESENTED AT THE TIME OF THE BID SUBMISSION. NOTE THAT ANY EXCEPTIONS MAY RESULT IN A DISQUALIFIED BID IF THE AFOREMENTIONED EXCEPTIONS ARE IN CONFLICT WITH STATE GUIDELINES GOVERNING LSUHSC. BIDS MUST BE SIGNED BY A REPRESENTATIVE OF YOUR COMPANY AUTHORIZED TO ENTER INTO CONTRACTS ON BEHALF OF YOUR ORGANIZATION IN ACCORDANCE WITH LOUISIANA R.S. 39:1594

PLEASE REVIEW THE INVITATION TO BID DOCUMENT AS CHANGES WERE MADE TO THE FORMAT AND CONTENT, PAY SPECIAL ATTENTION TO PAGE 2, "STANDARD TERMS & CONDITIONS", NUMBER 9 "SIGNATURE AUTHORITY".

Lori A. Long
Purchasing Manager-LSUHSC Auxiliary Enterprises

Invitation to Bid

LSUNO Auxillary

BIDS WILL BE PUBLICLY OPENED:

February 02,2021 02:00 PM

VENDOR NO. :
SOLICITATION : **000471**
OPENING DATE : **02/02/2021**

Return Sealed Bid to:
Purchasing Department
433 Bolivar St
Room 623
New Orleans LA 70112

BUYER : **Long, Lori**
BUYER PHONE : **504/568-4715**
DATE ISSUED : **01/08/2021**
REQ. NO :
FISCAL YEAR : **0**

STOCK BID

To be Completed by Vendor:

BUSINESS NAME _____
ADDRESS _____
TAX ID NUMBER _____

_____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR 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.

INSTRUCTION TO BIDDERS

1. READ THE ENTIRE BID(INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS).
   DIVERSE SUPPLIER
   (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.
   (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.
   (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:
      (1) THE NAME OF THE BUSINESS;
      (2) ITS PRINCIPAL OFFICE OR ADDRESS;
      (3) THE OWNER(S); AND
      (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.
   (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.

2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.

3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)	

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4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.

5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.

6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.

7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
   PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:
   IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR $100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:
   BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

9. SIGNATURE AUTHORITY:
   SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST
   R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

   THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

   (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.
   (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
   (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR

AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

10. INQUIRIES:
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

11. BID FORMS:
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
B. BID FILLED OUT IN PENCIL; AND
C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12. STANDARDS OR QUALITY:
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED 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/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

13. DESCRIPTIVE INFORMATION:
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING:
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL

WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

15. AWARDS:
AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

16. PRICES:
UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. TAXES:
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

18. NEW PRODUCTS:
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

19. CONTRACT RENEWALS:
UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615

20. CONTRACT CANCELLATION:
TERMINATION FOR NONCOMPLIANCE:
LSUHSC 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 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 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 PROVISIONS OF STATE OR FEDERAL LAW;
(6) ANY OTHER BREACH OF CONTRACT.
FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC 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 LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

TERMINATION FOR CONVENIENCE:
LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:
THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.

21. DEFAULT OF CONTRACT:
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY 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.

22. ORDER OF PRIORITY:
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW:
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS:
BY SUBMITTING AND SIGNING THIS BID, BIDDER 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 VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER 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, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, 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.

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25. 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 BID OPENING, MUST NOTIFY THIS 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.

26. INDEMNITY:
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):
IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:
BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://SAM.GOV

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES(IF APPLICABLE):
ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

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CLEAN AIR ACT:
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:
THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:
THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:
THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:
WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. INTERPRETATION OF DOCUMENT:
ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. 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.

34. VENDORS FORMS:
THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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35. PUBLICIZING AWARDS:
IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. PREFERENCE:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?

YES _____
SPECIFY THE LINE NUMBER (S) _____
SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?
YES_____ NO_____
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

37. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

PRICE SHEET

NUMBER : 000471

OPEN DATE : 02/02/2021 TIME: 02:00 PM

BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

ATTN: Kathleen Gebbia
1901 Perdido St Rm 2100
New Orleans LA 70112

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	BLANKET CONTRACT FOR STOCK RESEARCH SUPPLIES AND LABORATORY APPARATUS FOR THE PERIOD OF 3/7/21 THROUGH 3/6/22. NO QUANTITIES ARE GUARANTEED . Specify brand, model bid(if applicable) _____ THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID. AT THE OPTION OF BOTH PARTIES THIS CONTRACT MAY BE EXTENDED FOR UP TO 4 ADDITIONAL ONE YEAR PERIODS. SEE ATTACHMENT A FOR SPECIFICATIONS, EXCEL FILES, TERMS AND CONDITIONS. VENDOR IS TO SUBMIT PRICING AND PRODUCT INFORMATION ON THE EXCEL FILES. BIDS SHOULD BE SUBMITTED VIA MAIL, HAND DELIVERED OR EXPRESS DELIVERY TO THE ADDRESS BELOW. LSUHSC 433 BOLIVAR STREET 6TH FLOOR - ROOM 623C NEW ORLEANS, LA. 70112 ATTN.: LORI A. LONG PLEASE RETURN BID IN A SEALED ENVELOPE WITH THE BID NUMBER AND DUE DATE CLEARLY MARKED ON THE FRONT OF THE ENVELOPE. THIS BID CANNOT BE RETURNED VIA ELECTRONIC FORMAT (FAX OR EMAIL). ALL BIDS MUST BE RETURNED BY THE DUE DATE AND TIME INDICATED ON THE INVITATION TO BID SIGNATURE PAGE. ALL LATE BIDS WILL BE REJECTED. PLEASE INCLUDE VENDOR NAME ON THE FIRST PAGE OF THE INVITATION TO BID.	1.00	EA		

PRICE SHEET	Page 10 of 10
NUMBER : 000471 OPEN DATE : 02/02/2021 TIME: 02:00 PM	BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

ATTN: Kathleen Gebbia
1901 Perdido St Rm 2100
New Orleans LA 70112

Line No.	Description	Qty	UOM	Unit Price	Extended Amount
	INCLUDE BID NUMBER AND DUE DATE ON THE ENVELOPE OF YOUR BID SUBMITTAL. PLEASE REVIEW THE INVITATION TO BID DOCUMENT AS CHANGES WERE MADE TO THE FORMAT AND CONTENT, PAY SPECIAL ATTENTION TO PAGE 2 , "STANDARD TERMS & CONDITIONS", NUMBER 9 "SIGNATURE AUTHORITY", NOTING THE SPECIFIC REFERENCE WHICH APPLIES AND PROVIDE THE CORRESPONDING DOCUMENTATION. PLEASE ADDRESS ALL INQUIRIES TO LORI LONG VIA EMAIL - lcueva@lsuhsc.edu .				

Attachment A – Bid #000471

STOCK RESEARCH SUPPLIES AND LABORATORY APPARATUS

General Specifications

LSU Health Sciences Center in New Orleans is anticipating the purchase of stock research supplies and laboratory apparatus to be distributed by Scientific Supply Center. The attached list represents items that will be carried in stock and will be immediately available to researchers in the Health Sciences Center upon request. The successful bidder for each item will be the primary supplier of that item.
One purchase order will be issued for the corresponding location listed below:

Location	Ship to: Scientific Supply Center 1901 Perdido Street, Room 2100 New Orleans, LA 70112 Bill to: LSUHSC –Scientific Supply Center 1901 Perdido Street, Room 3103 New Orleans, LA 70112

The vendor stock numbers noted are for reference. Equivalent products of equal or greater quality will be considered for most items. **"Brand Name Only" or" No Substitutions" will be noted on the Header Section of items that must be bid as specified**. Bidders must indicate the stock number and manufacturer of substitutions being offered. Bidders offering equivalent products must supply a product data sheet for all equivalent products with bid submittal – failure to submit the data sheets may cause rejection of the bid. Apparent low bidders may be requested to supply samples of the equivalent bid items for evaluation. **When a request for a sample is made, it is expected to be fulfilled within 5 business days. Failure to provide information and/or samples will mean that item will not be considered and the next apparent acceptable low bid will be chosen.**

Bidders must indicate standard quantities per order unit of items being offered (e.g. 24 each per case) otherwise the quantities will be assumed to be the same as indicated by the description and stock number provided, and the successful bidder will be responsible for providing these quantities at the offered price.

Orders will be called in as needed. No quantities are guaranteed. Minimum Order Quantities will not be accepted. All Bid Submittals which reference "Minimum Order Quantities" will be rejected.

Bidders must indicate, for each item, their current list price in addition to the offered price to enable the store to evaluate the discount and assess the feasibility of continuing to carry that item in stock before the award is made. Items are carried in stock based on both customer demand and the level of discount offered by the vendor. **If an item is discontinued during contract period, an acceptable substitute must be provided at original bid price.**

Quoted prices must remain fixed for the period of the contract and include all shipping, handling, hazardous fees, ice fees, insurance, and any other associated costs. Bids submitted that do not include these costs or have variable pricing will not be considered. Under no circumstances will a price increase be allowed on any item during the duration of the contract.

Quantities:

The quantities listed are estimates based on recent sales. Although no specific quantities can be guaranteed, it is expected that sales volume will continue to increase and purchases may exceed the estimates. In the event that a greater or lesser quantity is needed, the right is reserved by LSUHSC to increase or decrease the amount, at the unit price stated in the bid.

Delivery Times:

It is expected that orders will be filled and delivered within five (5) working days of receipt of the order by the vendor. It is expected that the successful vendor will maintain a sufficient inventory on hand to meet the needs of the research supply operation. **In cases where an item is backordered in excess of two (2) weeks, the vendor must offer an equivalent or superior substitute product at the original awarded price. Vendors who fail to provide merchandise within this time frame may be considered in breach of contract and as a result the purchase order may be canceled.**

Shipment Terms:

Shipments are to be on the basis of FOB domestic destination. Freight charges are to be included in the bid price. If rush overnight shipment is requested, the supplier will have the option of adding shipping charges on a "prepay-and-add" basis. Collect shipments cannot be accepted.

Invoicing:

Indicate payment terms and discounts available for rapid payment. Such discounts may be considered in the award process.

Termination:

The contract can be cancelled if the winning vendors fail to meet all requirements of the contract specifications, without any penalty. It is the responsibility of the vendor to be sure all vendor personnel associated with the contract are knowledgeable of the contract requirements. Should the vendor fail to deliver the equipment and services as specified, the vendor will be required to comply within 10 days of written notice from LSUHSC. Failure to comply will result in contract termination. Termination for Convenience: The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

Submission of bids:

Bids should be submitted via mail, hand delivered or express delivery to the address below. Please return bid in a sealed envelope with the bid number and due date clearly marked on the front of the envelope. This bid cannot be returned via electronic format (fax or email).

Bids should be mailed to:	LSUHSC Attn. – Lori A. Long 433 Bolivar Street 6th Floor – Rm #623C New Orleans, La. 70112
Bid Due Date:	February 2, 2021 @ 2:00 P.M.
Bid Opening Date:	February 2, 2021 @ 2:00 P.M.
Bids will be publicly opened at:	LSUHSC 433 Bolivar Street 6th Floor – Room #623C New Orleans, La. 70112

NOTE TO BIDDERS: PLEASE INSURE THAT YOUR BID IS DELIEVERED BY THE DUE DATE OF FEBRUARY 2, 2021 @ 2:00 P.M. Late bids will NOT be accepted. No exceptions.

Bids are submitted with fixed pricing for the contract period of MARCH 7, 2021 THROUGH MARCH 6, 2022.

Bidders are provided with an Excel file which lists the bid items. Pricing, manufacturer, catalog number, and packaging must be referenced on the Excel File. All bids must be returned in Excel format only.

Bidders must submit two compact discs or two flash drives with the completed excel spreadsheet, two printed copies of the completed spreadsheets and the signed Invitation to Bid form, to be considered for evaluation. T**he email address of the main bid contact should also be included.** Should disputes arise regarding bids; the hardcopy spreadsheets submitted will be used in determining successful vendors. Should the discs submitted be inaccessible or infected, the vendor must supply an additional disc within 3 working days or the bid will not be accepted.

Instructions for filling the Excel Bid File:

Column A is titled **REFERENCE QUANTITY.** In the first row of each item entry, the quantity indicated is an estimate of the intended usage for one year. Quantities may exceed this level and no quantities are guaranteed.

Column B is titled **DESCRIPTION.** Listed here are brief descriptions sometimes including brand names or manufacturer names. These are not meant to describe the bid specifications but indicate acceptable purity levels and/or quality of product. In certain cases, brand specific items are bid. Substitutes for these particular products will not be accepted.

Column C is titled **#/UM.** Listed here is the current packaging for each item. Reference quantities are given based upon this packaging. If no quantities are indicated in Column F and G, this quantity will be used for analysis and the vendor will be expected to supply in this packaging.

Column D is titled **VENDOR CAT #.** Listed here are the current acceptable distributor or manufacturer and the appropriate catalog number as referenced in their latest catalog. If you do not have that information, please contact us and we will be happy to make what information we have available to you.

Column E is titled **VENDOR'S CATALOG NUMBER.** Indicate your catalog number or the manufacturer number used to reference the item you are bidding.

Example: Acme Co.34578-0984

Column F is titled **QUANTITY (#s ONLY).** Here you need to indicate HOW MANY selling units are in the ORDER UNIT. ***DO NOT ENTER THIS NUMBER AS A LABEL*** or the calculating fields will not recognize this entry.

Example 1: 12 (for 12 per case)
2: 1 (for order by the single each)

Column G is titled **ORDER UNIT**. Here you need to indicate the order unit (i.e. cs, ea, and bx) that coincides with the information provided in Column F.

Example 1: cs (for 12 per case)
2: ea (for order by the single each)

Column H is titled **BID PRICE.** This entry is the price you will charge Stores for the duration of the contractual period for the item as listed for the order unit. This price MUST be the total invoiced cost for the item if ordered in the quantities as required by your bid. **You must type your price over the words NO BID.**

Column I is a self-calculating column that breaks down the cost per item in a case. This does not need

any input from the bidder.

Column J is titled List Price. This is where you will provide the list price for the package size bid.

Column K is titled Storage Conditions. This is where you will provide the storage conditions for the product i.e. RT/Refrigerate/Freeze (-20C)

Follow instructions indicated on worksheets. In a few specialized cases only certain brands will be considered. Substitutes will not be considered.

PLEASE ADDRESS ALL INQUIRIES TO LORI LONG VIA EMAIL ADDRESS – lcueva@lsuhsc.edu.

LIST A CONTACT PERSON AND EMAIL ADDRESS TO CONTACT WITH BID QUESTIONS/REQUEST FOR SAMPLES AND TO PLACE ORDERS.