



MCNEESE STATE UNIVERSITY
 LAKE CHARLES, LOUISIANA 70609
 AN EQUAL OPPORTUNITY INSTITUTION

REQUEST FOR SEALED BID RE-BID

DATE	BID NUMBER
FEBRUARY 14, 2024	D2400070

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT
Debet Hebert Email: debet@mcneese.edu	337-475-5083	R2402173	H&HP

RESPONSE DUE: February 28, 2024 at 2:00 PM

SEE "STANDARD TERMS & CONDITIONS TO BIDDERS"

VENDORS MUST SIGN AND RETURN THE BID FORM TITLED "STANDARD TERMS AND CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD

VENDOR: (Complete Company name, address, email and telephone number)

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THIS BID SOLICITATION IS A RE-BID DUE TO LOW OR NO RESPONSE. THIS SOLICITATION IS FOR THREE YEAR (36 months) MAINTENANCE AND REPAIR SERVICE AGREEMENT ON A HORIZON-A DUAL ENERGY X-RAY ABSORPTIOMETRY (DXA) SYSTEM BEARING SERIAL NUMBER 306240M AND IS LOCATED AT McNEESE STATE UNIVERSITY, IN LAKE CHARLES, LOUISIANA.

INVOICES ARE TO BE SENT MONTHLY TO accountspayable@mcneese.edu. Payments will be made net thirty (30) days from the invoice date.

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____

DATE: _____

SEALED BIDS MUST BE RETURNED IN A SEALED ENVELOPE/PACKAGE.

PRINT THE BID NUMBER, BID DUE DATE AND TIME ON THE OUTSIDE OF THE ENVELOPE/PACKAGE AND RETURN TO SMITH HALL, ROOM 120 (150 LAWTON DRIVE) LAKE CHARLES, LA 70605 or MSU Box 92415, LAKE CHARLES, LA 70609, BY THE BID DUE DATE AND TIME.

McNEESE PURCHASING OFFICE IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE CHOSEN MEANS OF SEALED BID DELIVERY (U.S. POSTAL SERVICE, FedEX, UPS, etc.). THE BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE BID.
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SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS.

A CERTIFICATE OF INSURANCE IS REQUIRED. SEE THE ATTACHED INSURANCE REQUIREMENTS.

McNEESE IS TAX EXEMPT.

ALL CHARGES ASSOCIATED WITH TRAVEL (fuel, lodging, meals, etc.) MUST BE INCLUDED IN THE UNIT PRICE.

ANY "MAINTENANCE & REPAIR SERVICE TERMS" MUST BE SENT WITH YOUR BID RESPONSE FOR REVIEW AND APPROVAL BY AN AUTHORIZED AGENT.
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SPECIFICATIONS ARE AS FOLLOWS:

ITEM #1 – Maintenance Service Type preferred plan DXA (1) (2) (4) (6) (8). Vendor must be authorized to provide maintenance/services on Horizon-A Dual Energy X-Ray Absorptiometry (DXA) system.

Services to include:

- Telephone and remote diagnostic and repair support, Monday to Friday, 7:00am to 8:00pm EST, exclusive to holidays.
- All replacement parts including glassware. Includes standard shipping and handling costs to ship such parts to McNeese. Replacement parts may be new or remanufactured.
- Travel time and labor coverage for on-site assistance during Standard Hours.
- Same day on-site response during Standard Hours if call is received by Vendor by 2:00pm local time. If Engineer cannot respond on-site same day for calls received after 2:00pm local time during Standard Hours, such call will be dispatched the following business day.

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____

DATE: _____

- One (1) Planned Maintenance (“PM”) inspection per year of Coverage Period completed on-site during Standard Hours. Preventative Maintenance shall be performed according to manufacturer’s recommended schedule. To include checking mechanical and electrical safety, lubrication, functional testing, and adjusting Equipment to Specifications.
- All Software updates and enhancements commercially released during the Coverage Period for the Products in addition to all safety and quality updates. Installation performed during Standard Hours.

Quantity: 3 years Cost per year: \$ _____ Monthly Cost: \$ _____
Total: \$ _____

GRAND TOTAL: <div style="text-align: right; margin-top: 5px;">\$ _____</div>
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Delivery _____ days ARO/TERMS _____

All bids include prepaid delivery, F.O.B. to McNeese State University

SIGNATURE _____ **DATE:** _____

STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5082

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

STANDARDS OF QUALITY AND ANY ALTERNATE: 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 bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. **DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.**

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese 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.

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 McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University 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 incident thereto.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement 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 McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify 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 workforce? YES _____ NO _____

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

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name

Date

INSURANCE REQUIREMENTS

A CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED PRIOR TO WORKING ON CAMPUS AS FOLLOWS:

1. COMMERCIAL GENERAL LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000.
2. AUTOMOBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.
3. WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY WORKERS' COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.

WORKERS COMPENSATION INDEMNITY

IN THE EVENT THE CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT THE CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

THE CERTIFICATE PROVIDED MUST INCLUDE MCNEESE STATE UNIVERSITY, BOX 92415, LAKE CHARLES, LA 70609, AS AN ADDITIONAL INSURED AND THE CERTIFICATE HOLDER.