

La Salle University

GENERAL TERMS AND CONDITIONS

Intent

- A. It is the intent of La Salle University that this shall be a renewable Contract for the item(s) and/or services shown on the attached Quote form(s) or Schedule(s).
- B. This Contract may be evidenced by an Annual Requirements or Blanket Purchase Order, or an Agreement supported by a Purchase Order.
- C. All vendors submitting proposals will receive equal consideration.

Guidance

- A. These Terms & Conditions together with any Specific Terms & Conditions, Schedule(s), Specifications and any other documents provided by La Salle with the Request for Proposal (Request), are designed to provide sufficient basic information to enable vendors to submit proposals meeting La Salle University's minimum requirements, but are not intended to limit the content of a Proposal or to exclude any relevant or essential data.
- B. Vendors are at liberty to expand upon the specifications to further evidence their service capabilities.

Qualifications of Vendors

- A. Each Vendor must have financial and personnel resources of sufficient scope to assure prompt and satisfactory performance of the work, including the purchase, delivery and installation, if required, of all items, materials and/or services within the time frame specified.

Contract Period & Extensions

- A. This Contract will be for a period of twelve (12) months from the date of Award, unless specifically stated otherwise in writing.
- B. This Contract may be renewed for subsequent twelve (12) month periods upon mutual written agreement between the University and the Vendor.
- C. The issuance by La Salle, and acceptance by Vendor, of a Purchase Order shall constitute mutual agreement and thus a Contract.

Response Due Date

- A. Proposals are due, in the Accounts Payable and Purchasing Department, on or before the date and time shown on the Quote form(s).
- B. All Proposals will be opened privately by La Salle University.

Proposal Validity Period

- A. Proposals with less than a forty five (45) day acceptance period will not be considered.

Late Proposals

- A. Late proposals will not be considered unless a waiver is granted by the Accounts Payable and Purchasing Department.
- B. Postmarks are not considered in determining late proposals.

Amendment, Alteration or Withdrawal of the Bidding Documents

- A. La Salle University reserves the right to amend, alter or cancel the Request at any time prior to the deadline for submission of proposals. If such action is necessary, all potential vendors who have received or requested a copy of the Request will be notified of such changes and any related change to the Proposal opening date.
- B. Any Proposal may be withdrawn or modified prior to the date and time stated in the Request for the opening of proposals. Such modification or withdrawal may be either in writing and signed by an authorized representative of the Vendor, or made in person to the Director of Accounts Payable and Purchasing, La Salle University, provided in the latter case, that adequate identification is shown by the Vendor or its authorized representative and a receipt for the Proposal is signed.
- C. Faxed proposals, modifications and withdrawals will be accepted, provided written confirmation by the Vendor is provided, if so requested by the University.

Correspondence

- A. Any questions a Vendor may have concerning the documents should be directed, in writing, to the attention of the Director of Accounts Payable and Purchasing.
- B. Proposals are to be mailed, faxed or delivered to:

Director of Accounts Payable and Purchasing	Phone (215) 951-1863
La Salle University	Fax (215) 951-1799
1900 West Olney Avenue	
Philadelphia PA 19141-1199	

Mistakes

- A. After opening proposals, a Vendor will be allowed to modify or withdraw its Proposal only if it can establish to the satisfaction of the University, that:
 - 1. A mistake was made, and
 - 2. The Vendor gave the University written notice, within five (5) days after the opening of the proposals, of the mistake, specifying, in the notice, in detail how the mistake occurred, and
 - 3. The mistake made the Proposal materially different than the Vendor intended it to be, and
 - 4. The mistake was made in preparing the Proposal and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the drawings or specifications.

- B. Vendors should note that the burden of proving both the existence of a mistake and the intended Proposal is upon the Vendor.

Submittal

- A. All vendors shall use the Quote Form(s) supplied by La Salle.
- B. Proposals must be signed in ink, prices typed or written in ink. Facsimile signatures are unacceptable. Proposals which are priced or signed in pencil may be rejected as non-responsive. Vendors are cautioned that erasures, or alterations on the submitted Proposal must be initialed by the person signing the Quote form(s) or their authorized designee. Failure to do so may result in rejection of the entire Proposal or those portions affected by items erased or altered and not initialed.
- C. Only the item(s) or categories for which Proposals are submitted are to be completed. Items or categories not being quoted are to be crossed out on the Quote form(s).
- D. All vendors shall state the manufacturer of the product(s) offered, and include complete and detailed Specification and Material Safety Data Sheets, where applicable, with their Proposal, for all products offered. This is required even when quoting exact brand names as shown on the Quote form(s) or Specification Sheet(s). Failure to do so may cause Proposal to be considered non-responsive.
- E. If alternate items are proposed, a copy of the Quote form is to be used, clearly marked "ALTERNATE PROPOSAL."
- F. Any other documentation required by the Request for Proposal or deemed applicable by the Vendor.
- G. Storage Costs are to be provided only if applicable (due to lengthy storage). The length of time which the item(s) will be stored without additional cost must be specified.

Vendors Representation

- A. Each Vendor by making it's Proposal represents that:
 - 1. The Request, Terms & Conditions (General and Specific), Schedule(s), Specifications, and any other documents provided by La Salle, if any, have been read and understood by the Vendor.
 - 2. The Proposal is based on the item(s) and/or services described on the Quote form(s), Schedule(s) and/or Specifications attached to the Request.
 - 3. The Proposal has been arrived at independently and is submitted without collusion with any other vendor for the item(s) described herein.
 - 4. The contents of the Proposal have not been disclosed by the Vendor, nor, to the best of its knowledge and belief, by any of its employees or agents to any person not an employee or agent of the Vendor, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.
 - 5. No attempt has been made or will be made to induce any person or firm not to submit a Proposal.

6. No inducements or kickbacks have been offered to, or received from, any other bidder, supplier, manufacturer or subcontractor in connection with their proposal.
7. No payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised has been conferred on or offered to any faculty or staff member of La Salle University having official responsibility for this procurement transaction.
8. If required, the site has been visited.

Equal Opportunity – Affirmative Action

- A. La Salle University is an equal opportunity and affirmative action employer and does not discriminate against any individual because of his/her race, color, religion, age, sex, sexual orientation, marital status, national origin, disability, or veteran status. All University suppliers, vendors, contractors, and subcontractors are reminded to take appropriate action in meeting their equal employment opportunity obligations under federal, state, and local law and in doing business with La Salle University. If the University discovers that one of its suppliers, vendors, contractors, or subcontractors violates such obligations, it reserves the right to null and void all business dealings with said supplier, vendor, contractor, or subcontractor immediately upon discovery.

Pennsylvania Sales & Use Tax

- A. La Salle University is exempt from Pennsylvania Sales and Use taxes. The University's Tax Exemption Number is 75-24323-9. A copy of the Exemption Certificate is available to vendors on request.

F.O.B. Point

- A. Items shall be shipped "FOB Inside Delivered", unless otherwise specified, to the location(s) referenced on any attached sheet(s).
- B. Vendor shall prepay all freight and/or inside delivery charges as La Salle will not accept freight charges at the time of delivery. Material delivered with freight charges "collect" will be refused and any redelivery charges will be at the vendor's expense.

Quantities

- A. Quantities, if stated, are the University's best estimate of its projected annual use.
- B. Quantities required may vary based on actual use.
- C. La Salle makes no commitment to purchase any specific quantity of any item included in this Contract unless specifically stated in writing.

Pricing

- A. All prices must be submitted on a "net" basis. Cash, trade and quantity discounts must be figured in the prices submitted.
- B. Pricing shall be considered firm and not subject to change for the duration of this Contract, unless otherwise stated in writing.
- C. If this Contract contains an escalator clause, any request for a price increase must be in writing and be received by La Salle at least sixty (60) days prior to the proposed effective

date. Vendor must provide written documentation from its suppliers in support of its request for such price increase.

- D. If accepted, a price increase, in the case of service or items manufactured for general sale, will apply only to Releases received after the effective date of the increase. Releases received before the effective date shall be shipped at the former price.
- E. If accepted, a price increase, in the case of items manufactured exclusively for La Salle, will apply only to quantities produced after acceptance of such increase, not to quantities previously produced.
- F. Price increases may subject this Contract to re-evaluation, renegotiation and/or cancellation of the portion of the estimated annual use not already produced, at the University's option.

Warranty

- A. Vendors shall state any applicable warranties offered in addition to those required by the Terms & Conditions (General or Specific) or Specifications supplied by La Salle University.

Complete Information

- A. Vendor shall state the name of the manufacturer of item(s) specified or proposed, and provide detailed specifications with Proposal for all items offered.
- B. Failure on the part of the Vendor to submit such information may be cause for declaring the Proposal non-responsive.

Trade or Brand Name Items

- A. In all instances where any item(s) on which proposals are invited, are either patented or protected by trademark, or designated by the particular name of the maker, and the Vendor wishes to quote on any alternate article of equal character and quality, Vendor may quote on such alternate or substitute item(s) unless specifically precluded by the Request, Schedule or Specifications.
- B. When the University's item(s) description refers to a trade or brand name or manufacturers' stock number, the purpose is to define products with which University staff is familiar, and these references are supplied for guidance only with regard to quality (equal or better) unless otherwise specified.
- C. If alternate or substitute items are proposed, Vendor is to submit written specifications and/or Material Safety Data Sheets for each.
- D. The University shall, in its sole discretion, based on the information provided by the Vendor, determine if an alternate or substitute items shall be considered equal to that specified considering quality, workmanship, economy of operation and suitability for the purpose intended. Failure to furnish adequate information or data for evaluation purposes may result in the Proposal being declared non-responsive and/or the alternate item(s) being rejected.
- E. Unless the Vendor clearly indicates in its Proposal that the item(s) offered is(are) an "equal" product(s), such Proposal will be considered to offer the brand name product referenced in the Schedule, Specifications or Quote form(s).

Proprietary Information

- A. Vendors are to mark any specific information contained in their Proposal which is not to be disclosed to the public or used by the University for any purpose other than the evaluation of the Proposal.
- B. All materials and/or samples submitted become the property of La Salle and may be returned only at the University's option.

Production of Custom Item(s)

- A. Vendor agrees, for item(s) manufactured exclusively for La Salle University, to produce no more than a four (4) month supply, based on projected annual use figures, unless otherwise directed in writing by the Director of Accounts Payable and Purchasing.
- B. Vendor shall advise La Salle's Director of Accounts Payable and Purchasing prior to scheduling the item(s) for production, requesting authorization to produce the item(s). The Director will give the Vendor written:
 - 1) authorization to proceed with production of the next four (4) month supply of the item(s); or
 - 2) directions to produce a four (4) month supply of a revised or modified version of the item(s); or
 - 3) directions not to produce any additional supply of the item(s).

Time of Completion

- A. If required, vendors shall include in their Proposal, an Installation Schedule and completion date, based on delivery and installation of the item(s) described.

Material Safety Data Sheets

- A. Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered.
- B. Failure on the part of the Vendor to submit such Data Sheets may be cause for declaring the Proposal non-responsive.

Samples/Testing

- A. The University reserves the right to request samples, conduct any testing it may deem advisable and to make evaluations based on the results of those tests on any or all items.
- B. All charges for the transportation of samples must be prepaid by the Vendor. La Salle will not be responsible for any samples submitted.

Substitutions

- A. Vendor is required to provide the item(s) by brand name and model as submitted on the Quote form(s), Schedules or Specifications.
- B. Substitution of item(s) will require the approval of the Accounts Payable and Purchasing Department, which shall determine if the item(s) submitted is(are) equal to the product(s) originally specified, submitted or proposed.

Presentation/Site Visit

- A. An oral presentation by a Vendor to supplement their Proposal may be required. Such presentation, if required, will be scheduled by the Accounts Payable and Purchasing Department subsequent to the receipt of Proposals and prior to the Contract Award.
- B. A site visit to inspect the Vendor's facility may also be required. If required, such site visit will be scheduled by the Accounts Payable and Purchasing Department subsequent to the receipt of Proposal and prior to the Contract Award.

Sub Contracting

- A. No portion of the work, item(s) or services described shall be subcontracted without the prior written consent of La Salle University's Accounts Payable and Purchasing Department.
- B. If Vendor desires to subcontract some portion of the work, item(s) or services described herein, it shall furnish the name, qualifications and experience of the proposed subcontractor(s) to Purchasing.
- C. If a subcontractor is accepted, the Vendor remains fully liable and responsible for the work, item(s) or services provided by the subcontractor(s) and shall assure compliance with all requirements of the Contract.

Performance Bond and Liquidated Damages

- A. If required, Vendor shall be prepared to furnish the University with a Bid Bond guaranteeing completion by the date specified. The cost of the bond shall be listed on the Quote form.
- B. A one hundred dollar (\$100.00) a day penalty may be assessed to any Vendor not completing Contract requirements by the date specified.
- C. Additionally, any costs incurred by the University due to failure of the Vendor to complete the Contract on time, shall be paid for by the defaulting Vendor(s).

Indemnification/Hold Harmless

- A. Vendor agrees to hold La Salle University, it's trustees, officers, employees and agents, harmless from any and all liability, of whatever nature or description, arising out of or relating in any manner to any item(s) produced or sold or services rendered by the Vendor. Acceptance by the University of any particular item(s) shall not be deemed an endorsement by the University of the usefulness or safety of the item(s), nor shall such acceptance be deemed in any manner a guaranty or warranty of any nature with respect to the item(s).
- B. Vendor selected shall indemnify and hold harmless La Salle University, it's trustees, officers, employees and agents, from and against any and all claims, demands, causes of action, orders, decrees or judgments for injury or death, or damage to person or property, loss, damage, and liability including all costs and attorney's fees incurred in defending any claim, demand or cause of action occasioned by, growing out of, or arising or resulting from:
 - 1) the performance of any services required to be performed by Vendor, or
 - 2) any act or omission on the part of Vendor, it's employees or agents.

- C. Vendor will provide proof of adequate liability and/or product insurance to La Salle upon request.

Negotiation

- A. Contract may be awarded on Vendor(s) Proposal without discussion of such Proposal. Accordingly, Vendor(s) should submit their most favorable terms from a price, performance and technical standpoint as part of their Proposal.
- B. The University, however, reserves the right to negotiate and hold discussions with any Vendor(s) as determined necessary to protect the best interest of the University.

Award

- A. Award shall be made to the lowest, responsible bidder(s) taking into consideration the reliability of the Vendor(s), the quality of the item(s) and/or service(s) proposed to be supplied, their conformity with the specifications and the purposes for which required, the terms of delivery and installation (if required) and the contract price.
- B. La Salle reserves the right to reject any and all proposals, to omit the item(s), or to accept any Proposal(s) deemed best for the University. Awards may be made on a group by group bases. If a split award is not acceptable, it must be stated prominently on the Quote form(s).
- C. Any Proposal determined to be non-responsive to any specification or requirement of these or any Special Terms & Conditions, Schedules, Specifications or any other documents provided by La Salle with the Request, including instructions governing submission of proposals, may be disqualified without evaluation. However, the right is reserved to waive technicalities, irregularities, and omissions, if in the opinion of the University, they are insubstantial and to do so will serve the best interests of the University.
- D. La Salle reserves the right to make award(s) for up to forty five (45) calendar days from the date proposals are opened.
- E. If two or more vendors submit identical proposals as to price, the decision of the University to make an award to one of the vendors shall be final. The unsuccessful vendor(s) will be notified of the reasons supporting the University's decision.

Contractual Terms

- A. The Request, Terms & Conditions (General and Specific), Schedule(s), Drawings, Specifications, the Quote form(s), any other documents attached hereto and the executed Agreement, or Purchase Order will constitute the Contract document and cannot be waived, altered or modified except by written agreement of the parties.
- B. This Contract shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- C. Contract shall be binding upon the parties hereto, their respective successors and assigns.
- D. Vendors may object to or reject certain clauses, however, they do so at the risk of being considered non-responsive.

- E. Any term not objected to will be deemed to have been accepted by the Vendor.
- F. These Terms & Conditions are in addition to and do not replace or supercede any specific term or condition shown on the face of the Purchase Order or attached thereto.

Protest & Disputes

- A. In the event of any protest or dispute concerning the award or bidding process, such protest shall be made in writing to the University immediately, but not later than five (5) days following Award. The Vendor shall fully set forth the grounds of the protest, and may request a hearing with the University. The Director of Accounts Payable and Purchasing will conduct a hearing, except when the protest is per se without merit, and shall render a final decision in writing within fourteen (14) days after the hearing. When a protest is deemed to be without merit, the protester will be so advised with the reason for the decision.
- B. Except as otherwise provided, any protest or dispute concerning a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the Director of Accounts Payable and Purchasing, who shall reduce his/her decision to writing and furnish a copy to the Vendor. The decision of the Director of Accounts Payable and Purchasing shall be final and conclusive, subject only to a review by a court of competent jurisdiction.
- C. Pending final resolution of a protest or dispute hereunder, the Vendor shall proceed diligently with the performance of this Contract in accordance with the Director of Accounts Payable and Purchasing's decision.

Cancellation of Contract

- A. La Salle University reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Vendor.
- B. La Salle reserves the right to cancel this Contract for cause subject to a notice of no less than thirty (30) days. Examples of such cause would be, excessive delays in delivery, improper billing, unauthorized product substitution, or failure to perform as outlined in the specification of Contract.
- C. In the event the initial period is for twelve (12) or more months, this Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period, upon thirty (30) days written notice to the other party.
- D. This Contract may be canceled with sixty (60) days written notice if, at La Salle's discretion, it's interests would be better served by implementing advanced or modified technologies, or adoption of more current state of the art programs or procedures.
- E. Any cancellation shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding Releases issued prior to the effective date of cancellation.
- F. If the Vendor becomes insolvent, makes assignment for the benefit of creditors or is subject to any bankruptcy or receivership proceedings, this Contract shall terminate immediately.

Extension

- A. La Salle University reserves the right to extend the term of this Contract, if mutually agreeable with the Vendor, at the quoted or renegotiated price(s).

- B. Such Extension shall be in writing and may be in the form of an Annual Requirements or Standing Purchase Order.
- C. The issuance by La Salle and acceptance by Vendor of the Purchase Order shall constitute mutual agreement.

Campus Map

- A. Campus map(s) identifying the building names and locations is available for vendors.
- B. The University will provide, to the Vendor, exact locations for unloading of supplies by building.

Releases

- A. La Salle will obtain the item(s) specified, from the Vendor during the term of the Contract. The University, however, reserves the right to obtain any item(s) from another source should the Vendor be unable to supply the item(s) specified, in a timely manner.
- B. All Releases against this Contract will be in writing on a pre-numbered, properly signed official document from the University.
- C. Release forms may be hand delivered, mailed or faxed to the Vendor.
- D. **Phone releases are not to be accepted by the Vendor.**
- E. Releases will, whenever feasible, be in multiples of the "Unit of Issue", if so indicated on the Specification/Quote form(s).
- F. The University reserves the right to order is smaller units or to split "Unit of Issue" between departments or buildings on campus.

Invoicing

- A. Item(s) are to be invoiced on an "AS SHIPPED" basis.
- B. Vendor must submit a separate invoice for each Release.
- C. All invoices must show the Annual Requirements or Standing Purchase Order Number, Release Number, Department Name, description of each item delivered, the unit and extended prices.
- D. Back-ordered items are to be invoiced only when shipped.

Continuing Evaluation

- A. Vendor's performance, in adhering to the Terms & Conditions of this Contract, will be reviewed and evaluated on a continuing basis.
- B. Non-performance and/or non-adherence may result in cancellation of this Contract and in rejection of any undelivered balances of any item(s) manufactured or general sale without recourse and at no expense to La Salle University.

Audit

- A. La Salle University reserves the right, and Vendor agrees, to have auditors representing La Salle verify pricing for accuracy.
- B. La Salle and their auditor(s) agree to treat such information as confidential and promise not to knowingly reveal such information to any other vendor or organization which might purchase such items from or compete with the Vendor.