



**SUPREME COURT OF LOUISIANA
400 ROYAL STREET, SUITE 1190
NEW ORLEANS, LA 70130-8101**

INVITATION TO BID

**REGARDING:
COURT WIDE OFFICE SUPPLIES**

BID NO: 2018-LASC-101

**BIDS WILL BE PUBLICLY OPENED:
FRIDAY, NOVEMBER 30, 2018
10:00 AM (CST)**

**4TH FLOOR COURTROOM
SUPREME COURT OF LOUISIANA
400 ROYAL STREET
NEW ORLEANS, LA 70130**

PART 1

INSTRUCTIONS TO BIDDERS

1. Sealed bids are invited and will be received by the Louisiana Supreme Court (“Court”) in the Office of the Judicial Administrator, 400 Royal Street, Suite 1190, New Orleans, Louisiana 70130, until 10:00 A.M.(CST) on Friday November 30, 2018 and then publicly opened.
2. Read the entire invitation to bid, including all terms, conditions and specifications. Failure to satisfy instructions may render bids non-responsive and remove them from competition.
3. The bid is to be manually signed in ink by a person authorized to bind the bidder.
4. Bids must also contain the typed or printed name of the person signing the bid, their title, the date, and the bid number.
5. 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 properly executed invoice or deliver, whichever is later
6. Important:
By signing and submitting bid, the bidder certifies compliance with all instructions, terms, conditions and specifications, and further certifies that the bid is made without collusion or fraud. Any Bid that does not comply with the terms and conditions and specification of this Invitation to Bid may be rejected.
7. Bid Requirements.
All written bids, unless otherwise provided for, must be submitted in the following manner:
 - A. The bid specification must address all specifications and requirements. Bids submitted in the following manner will not be accepted.
 - a. A bid that contains no signature indicating an intent to be bound;
 - b. A bid filled out in pencil; or
 - c. A bid that does not address each element of the bid.
 - B. Sealed bids must be received at the address/e-mail specified in this solicitation no later than the bid opening date and time to be considered.

8. Signature Authority:

The person signing the bid must be:

- A. A current corporate officer, partnership member, or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the secretary of state; or
- B. An individual authorized to bind the bidder as reflected by a corporate resolution, certificate, or affidavit; or
- C. Other documents indicating authority which are acceptable to the Court

By signing and submitting a bid, the bidder certifies compliance with the above.

9. Standards of Quality:

Any project or service bid shall conform to all applicable federal and state laws and regulations as well as 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 not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in their bid. Bids not specifying the brand and model number shall be considered as offering the exact products specified in the solicitation.

10. Descriptive Information:

Bidders proposing an equivalent brand or model must submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the Court to evaluate quality, suitability and compliance with the specifications and the solicitation. Failure to submit descriptive information may cause the 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 the item(s) deviate. Failure to note exceptions on the bid documents will not relieve the successful bidder(s) from supplying the actual products requested.

11. 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.

12. Awards:

The Court 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.

13. Deliveries:

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

14. Taxes:

Vendor is responsible for including all applicable taxes in the bid price. State agencies are exempt from all state and local sales and use taxes.

15. New Products:

Unless specifically called from 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.

16. Award:

The Court intends to award the contract to the lowest responsible bidder who meets the requirements of the bid. All bidders must submit adequate documentation with the bid to indicate that they are a "responsible bidder" as the term is defined in La R.S. § 38:2216. The Court reserves the right to reject any and all bids and waive any informalities. The Court may reject any and all bids for just cause, or when such rejection is in the best interest of the Court, and may disqualify any bidder on the grounds that the bidder is not a responsible bidder.

17. Prices:

Unless otherwise specified in the solicitation, bid prices must be complete, including transportation prepaid by the bidder to destination. 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 (box, case, etc.) as specified in the solicitation.

18. Deliveries:

Deliveries may be rejected if the delivery or performance of time indicated is longer than that specified in this solicitation.

19. Contract and contract renewals:

The successful bidder will be required to enter into a contract with the Court to provide the requested supplies and services. If a contract is awarded it will be for a one (1) year period. Upon agreement between the Court and Contractor, the contract may be extended for two (2) additional one (1) year periods.

20. Contract Cancellation.

The Court has the right to terminate the contract immediately if for any reason funds are not available to complete the contract, in the case of reduction of funds, the court reserves the right to renegotiate the terms and conditions of the Contract with Contractor.

The Court may terminate the contract for convenience at any time by either: (1) giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating an effective date with the Contractor. The Court shall pay Contractor for, if applicable: (A) deliverables in progress; (B) the percentage that has been completed satisfactorily; and (C) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

The Court has the right to terminate the contract for cause by giving thirty (30) days written notice to Contractor of such termination for any of the following non-exclusive reasons: (A) failure to deliver within the time specified in the contract; (B) failure of the product(s) or service to meet specifications, conform to sample quality, or to be delivered in good condition; or (C) any other breach of Contract.

21. Default of Contractor:

Failure to deliver within the time specified in the contract will constitute a default and may cause cancellation of the contract. Where the Court has determined the Contractor to be in default, the court 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 are 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 a 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, sexual orientation, national origin, veteran status, political affiliation, or disabilities. 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.

25. Special Accommodation:

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 the Court 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 pertaining to the contract, to defend the claim or action, or take other appropriate measure, to indemnify and hold harmless, the State and the Supreme Court of Louisiana, 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, its 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 State or the Supreme Court of Louisiana, its officers, its agents or its employees.

27. Public Nature of Bid and Contract:

All proposals submitted in response to this request for proposals, and any contract, which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation.

Trade secrets or other proprietary information submitted by an insurer as part of its bid may not be subject to public disclosure, provided the insurer specifies the relevant law supporting its request for confidentiality. However, the insurer must invoke the protections of this section prior to or upon submission of its proposal, must identify the specific data or other materials to be protected, and must state the reasons why protection is necessary. Any aspect of the proposal which addresses the cost of dental services will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of this legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Supreme Court shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Supreme Court’s right to use or disclose data obtained from any source, including the proposer, without restriction.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or any other person seeks review or copies of another proposer’s confidential data, the Court will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Court and hold the Court harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the Court to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Court harmless, the Court may disclose the information.

The Court reserves the right to make any proposal, including proprietary information contained therein, available to court personnel and other state agencies, employees, or organizations for the purpose of assisting the Court in its evaluation of the proposals.

The Court does not expect this Invitation to Bid will give rise to any need for any bidder to invoke the limited protection from disclosure outline in this subpart. Bidders should carefully weigh the need to seek the protection offered by this subpart, and only take action if the need to shield information from public disclosure is absolutely necessary, and fully justified by a law that protects the information from public disclosure.

28. Cost of Preparing Bids:

The Court is not liable for any costs incurred by bidders prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing the proposal, and any other expenses incurred by the proposer in preparing the invitation to bid are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the Court.

29. Tie-Bid:

The Court will give preference to resident businesses over non-resident business whenever there is a tie bid and whenever there will be no sacrifice or loss of quality.

30. Bid Delivery Instructions:

All bids may be submitted electronically via e-mail or secure file upload or may be submitted in paper format (with one original and three copies required). Proposals should be sent to the following address:

The Supreme Court of Louisiana
Office of the Judicial Administrator
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101
Attn: Caitlin Morgenstern

Email: cmorgenstern@lasc.org

All envelopes containing a paper bid must clearly marked the name of the entity making the bid, the bid opening date and time, and the bid number.

All bids submitted electronically via e-mail must reference the entity making the bid, the bid opening date and time, and the bid number.

Bids may be delivered by hand or courier service to the Office of the Judicial Administrator at our physical location on the 1st floor of the Courthouse, 400 Royal Street, New Orleans.

The bidder is solely responsible for insuring that its courier service provider makes inside deliveries to our physical location. The Court is not responsible for any delays caused by the bidder's chosen means of bid delivery.

The bidder is solely responsible for the timely delivery of its bid. Any bid that is not rejected by the court at or before the bid opening date and time will be rejected. Any bid that is receive after the date and time of the bid opening shall be returned unopened.

**PART 2
BID SPECIFICATIONS**

I. PURPOSE

The Supreme Court of Louisiana (“Court”) invites qualified bidders to submit a bid to provide office supplies to all departments and offices of the Louisiana Supreme Court, except the Justices’ satellite offices.

II. BACKGROUND

The Supreme Court of Louisiana is the highest court in the State. The Court presently employs approximately 212 full-time employees. While the large majority of Court employees are housed in the 400 Royal Street Courthouse or in other New Orleans locations, there are some small satellite offices in Baton Rouge. The Court has facilities at the following locations:

400 Royal Street, New Orleans, Louisiana, 70130

1555 Poydras Street New Orleans, Louisiana, 70112

601 St. Charles Avenue, New Orleans, Louisiana, 70130

1600 N. 3rd Street, Baton Rouge, Louisiana 70802

1 E Campus Drive, Room 126, Baton Rouge, Louisiana 70803

III. CONTENTS OF BID

A. Invitation to Bid form

Please complete the Invitation to Bid Form, attached hereto as Appendix A. The form requires bidders to:

1. Provide bidder information including: bidder’s name, address, designated representative for purposes of this Invitation to Bid, telephone and fax numbers, e-mail address, and signature of person authorized to sign bid;
2. Respond to required questions, which are as follows:
 - a. Please provide the number of day delivery will be made after receipt of order;
 - b. Will there be a percentage discount for payment made within 30 days;
 - c. Will you require your normal delivery service at no charge? If yes, is there a minimum order requirement?
 - d. If you charge for delivery service, what is the cost? If yes, is there a minimum order requirement?
 - e. Will you be able to deliver to the following locations: 400 Royal Street, New Orleans, Louisiana, 70130; 1555 Poydras Street New Orleans, Louisiana, 70112; 601 St. Charles Avenue, New Orleans,

Louisiana, 70130; 1600 N. 3rd Street, Baton Rouge, Louisiana 70802;
and 1 E Campus Drive, Room 126, Baton Rouge, Louisiana 70803

f. Will you provide a percentage discount from your retail price or
catalog price? If so, what is the percentage discount?

3. Complete Price Proposal Form

B. Qualifications

Names, addresses, and telephone numbers of a minimum of three (3) clients for
whom the Bidder has provided similar goods. The Court may check references
listed by Bidder.

C. Current Catalog

Please provide a copy of Bidder's current office supply catalog.

Appendix A

INVITATION TO BID FORM

IMPORTANT Vendor must complete this BID document in its entirety in order for it to be valid

Name of Company: _____

Address: _____

Designated
Representative: _____

Phone: _____

Fax: _____

Email: _____

Signature of Person Authorized to Sign Bid:

(Signature)

(Printed Name)

(Title)

QUESTIONS TO BE COMPLETED BY VENDOR	Required
1. _____ Delivery will be made this number of days After Receipt of Order	
2. _____ % discount for payment made within 30 days. Discounts for payments made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted by will not be an award consideration.	
3. Will you require your normal delivery service at no charge?	YES _____ NO _____
4. If yes, is there a minimum order requirement?	YES _____ NO _____ MINIMUM \$ _____
5. If you charge for delivery service.	\$ _____ per delivery
6. If yes, is there a minimum order requirement?	YES _____ NO _____ MINIMUM \$ _____
7. Will you be able to provide delivery to the following locations: <ul style="list-style-type: none"> • 400 Royal Street, New Orleans, Louisiana, 70130 • 1555 Poydras Street New Orleans, Louisiana, 70112 • 601 St. Charles Avenue, New Orleans, Louisiana, 70130 • 1600 N. 3rd Street, Baton Rouge, Louisiana 70802 • 1 E Campus Drive, Room 126, Baton Rouge, Louisiana 70803 	YES _____ NO _____
8. Will you provide a percentage discount from your retail price or catalog price? If So, what is the percentage discount?	YES _____ _____ % Discount

Price Proposal Form

SKU	DESCRIPTION	UOM	Unit Price
	File Folder		
BSN17525	File Folder Manila,1/3, LTR 100/BX	BX	
BSN17526	File Folder Manila,1/3CT, LGL 100/BX	BX	
BSN65794	File, Expansion Pockets, LGL, 3.5", Red Rope Manilla 25/BX	BX	
BSN65791	File, Expansion Pockets, LTR, 3.5", Red Rope Manilla 25/BX	BX	
BSN65792	File, Expansion Pockets, LTR, 5.25", Red Rope Manilla 10/BX	BX	
SMD21530	SMEAD Colored Pressboard Folders, LTR, 8.5" X 11", 1" Exp, 1/3 tab, 25/BX	BX	
SMD22530	SMEAD Colored Pressboard Folders, LGL, 8.5" X 14", 1" Exp, 1/3 tab, 25/BX	BX	
	PENS		
BSN37501	BP Pen Stick. Med BLK	DZ	
BSN37500	BP Pen Stick. Med BLUE	DZ	
BSN37504	BP Pen Stick. Med RED	DZ	
BSN37531	BP Pen Stick. Med BLK 60/PK	PK	
BSN37532	BP Pen Stick. Med BLUE 60/PK	PK	
	HIGHLIGHTERS		
SAN25025	SHARPIE HIGHLIGHTER ,FLYL	DZ	
SAN25026	SHARPIE HIGHLIGHTER ,FL GRN	DZ	
SAN25010	SHARPIE HIGHLIGHTER ,FL BLE	DZ	
ITA30006	SHARPIE HIGHLIGHTER, DSK,FLYL	DZ	
ITA33314	SHARPIE HIGHLIGHTER, DSK, FL GRN	DZ	
ITA33323	SHARPIE HIGHLIGHTER, DSK, FL BLE	DZ	
	STAPLING SUPPLIES		
BSN65648	SWINGLINE STAPLER, ECON, FULL STP, BLK	EA	
SWI35450	SWINGLINE STAPLES,STD,SPDPT, SF4	BX	
BSN65649	STAPLES, CHISEL PT, STD	BX	
	CORRECTION SUPPLIES		
PAP6137406	PAPERMATE CORRECTION TAPE 10/PK	PK	
ITA60232	CORRECTION TAPE, SINGLE	EA	
ITA60233	CORRECTION TAPE, VALUE PK 10/PK	PK	

BICWOC12WEDZ	BIC WITE-OUT CORRECTION FLUID, FOAMBRUSH APPL, 0.68 FL OZ	DZ	
GENERAL OFFICE SUPPLIES			
SPR02301	MESSAGE BOOK , 2PT, CBLs, WB,400ST	EA	
BSN42051	STORAGE BOX W/LID,LTR/LGL SIZE 12/PK	CT	
CNMLS82Z	CALCULATOR, DESKTOP, SOLAR, 10DIG, LCD	EA	
CCS24302	AIR DUSTER CANS , 10 OZ 2PK	PK	
BSN65637	CLIPBOARD , 9X12.5,BRN	EA	
BSN32954	TAPE DISPENSER,1" CORE, BLACK	EA	
BSN21050	LASER LABEL, 1X2-5/8, WHT, 3000/BX	BX	
SPR01483	ENVELOPE MOISTENER, BOTTLE	EA	
BSN65626	2 HOLE PUNCH, BLK	EA	
BSN15741	RUBBER BAND,SIZE 33,1#	PK	
BATTERIES			
EVEEN91	ENERGIZER BATTERY,ALKALINE,AA 24PK	BX	
EVEEN92	ENERGIZER BATTERY,ALKALINE,AAA 24PK	BX	
EVEEN93	ENERGIZER BATTERY,ALKALINE, C 12PK	BX	
EVEEN95	ENERGIZER BATTERY,ALKALINE,D 12PK	BX	
LEGAL PADS			
BSN63108	LEGAL PAD LETTER SIZE, WHITE	DZ	
BSN63105	LEGAL PAD LETTER SIZE, CANARY	DZ	
BSN63109	LEGAL PAD LEGAL SIZE, WHITE	DZ	
BSN63106	LEGAL PAD LEGAL SIZE, CANARY	DZ	
POST IT NOTES			
MMM654YW	3M BRAND POST-IT, 3"X3", YEL 12 PK	PK	
MMM653YW	3M BRAND POST-IT, 1.5X2, YEL 12 PK	PK	
BSN36612	NOTES, ADHESIVE 3X3", YEL	PK	
BSN36610	NOTES, ADHESIVE 1.5X2, YEL 12 PK	PK	
MARKERS			
SAN30001	SHARPIE MARKER, PERM,FINE, BLK	DZ	
SAN30002	SHARPIE MARKER, PERM,FINE, RED	DZ	
ITA30011	PERM. MARKER, PEN, CHSL TIP, BLK	DZ	
ITA30016	PERM.MARKER, PEN, FN, BLK	DZ	

BINDERS			
BSN09951	BINDER VIEW, .5" WHITE	EA	
BSN09953	BINDER, VIEW, 1", WHT	EA	
BSN09955	BINDER, VIEW, 1.5", WHT	EA	
BSN09957	BINDER, VIEW, 2", WHT	EA	
BSN09959	BINDER, VIEW, 3", WHT	EA	
CLIPS			
BSN65638	PAPER CLIP,#1, GEM, SMOOTH 1000 CLIPS	PK	
BSN65639	PAPER CLIP,JUMBO, SMOOTH 1000 CLIPS	PK	
BSN65364	BINDER CLIP, MINI, BLK	DZ	
BSN36550	BINDER CLIP, SML, BLK	DZ	
BSN36551	BINDER CLIP, MED, BLK	DZ	
BSN36552	BINDER CLIP, LRG, BLK	DZ	
ENVELOPES			
BSN42250	ENVELOPE, #10, 24#, WHITE PLAIN	BX	
BSN42251	ENVELOPE, #10, 24# WINDOW WHITE	BX	
BSN36663	ENVELOPE, CLASP, 9X12,28#, BROWN	BX	
TAPE			
MMM810P10K	SCOTCH TAPE 3/4X1000 10PK	PK	
BSN32953	TAPE, WRITE-ON 3/4X36YD 12PK	PK	
BSN32952	TAPE, WRITE-ON 3/4X36YD ROLL	RL	
BREAKROOM SUPPLIES			
GJO56100	CANNISTER, SUGAR, 20 OZ 3PK	PK	
GJO56250	CREAMER,CANISTER, 12 OZ 3PK	PK	
GJO0010430	FORK, PLASTIC,HW,DIXIE,WHT 100/BX	BX	
GJO10431	KNIFE, PLASTIC,HW,DIXIE,WHT 100/BX	BX	
GJO10432	TEASPOON, PLASTIC,HW,DIXIE,WHT 100/BX	BX	
DCCTP16DPK	CUP, PLAS, 16-18 OZ, SQ, CLEAR, 50/PK	PK	
JANITORIAL SUPPLIES			
GJO24080	KITCHEN ROLL PAPER TOWEL 2-PLY 30/CT	CT	
GJO21100	TOWEL, MULTI-FOLD, WHT 4000/CT	CT	
GJO26100	TISSUE, FACIAL, COUTIQUE 30/CTN	CT	
GJO2550096	TOILET TISSUE 2-PLY 5000 SH/RL 96/CT	CT	
PGC45112	SOAP, DISH, DAWN, 38 OZ	BT	