Invitation to Bid

LSUHSC-SHREVEPORT

BIDS WILL BE PUBLICLY OPENED:

February 09,2010 02:00 PM

VENDOR NO. :
SOLICITATION : **005392**
OPENING DATE : **02/09/2010**

Return Bid in Envelope/Labels Provided to:
Purchasing Department
PO Box 33932
Shreveport LA 71130

BUYER : **Wilson, Judy**
BUYER PHONE : **318/675-5290**
DATE ISSUED : **12/22/2009**
REQ. NO :
FISCAL YEAR : **0**

REBID OL STAINER, COVERSLIPPER

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. 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.
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 PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
* THAT 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, MY COMPANY 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.

THE BIDDER FURTHER CERTIFIES:

* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

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

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 6
NUMBER : 005392 OPEN DATE : 02/09/2010 TIME: 02:00 PM	BIDDER:

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
8. 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.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
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, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). 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.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, 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 SUCCESSFU 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, GROUP, OR IN TOTAL, 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. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

18. 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.

19. 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.

20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA 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.

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 AN 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 SPEICAL 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. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.

25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH 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. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, 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. 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.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. 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.

30. 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 _____ NO_____

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 BUSNIESS 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.

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

31.1. 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

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

Invitation to Bid

SPECIAL TERMS & CONDITIONS	
NUMBER : 005392 OPEN DATE : 02/09/2010 TIME: 02:00 PM	BIDDER:

This bid is to be effective for sixty (60) months from date of award.

All prices are to be firm for the contractual period, but wherever there is a general reduction in price which is lower than the contract price, said reduction must be presented directly to the Health Sciences Center.

Approximate quantities as set forth are estimated usages only and the successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown. No specific quantities are guaranteed. Only those quantities required will be ordered.

TERMINATION FOR NON-APPROPRIATION OF FUNDS: The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purposes, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

Physical Address (FedEx, UPS, etc.):
LSUHSC-s
Attn: Purchasing
3010 Linwood Ave.
Shreveport, La 71130

PLEASE PUT SOLICATION NUMBER ON OUTSIDE OF ENVELOPE

Invitation to Bid

PRICE SHEET

NUMBER : 005392
OPEN DATE : 02/09/2010 TIME: 02:00 PM

BIDDER:

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Receiving Department
3010 Linwood Avenue
Shreveport LA 71130

Line No.	Description			Unit Price	Extended Amount
1	Operating Lease for Leica Integrated H&E Staining System -- ST5020 Multistainer (Automated Slide Stainer) and CV5030 Robotic Coverslipper connected with TS5025 for user with ST5020 (or equivalent). Specify brand, model bid(if applicable) _____ Vendor to provide Equipment, Service, Training, and Technical Support as outlined in attachment.	12.00	MO	_____	_____

Bid Solicitation to establish a 60-month Operating Lease Agreement, contingent upon the yearly appropriation of funds by the legislature

1. EQUIPMENT

Vendor shall provide for use to LSUHSC-S the following item(s) of equipment (all of the items collectively referred to as the "Equipment"): (1). Vendor is to retain title to Equipment at termination of Agreement.

Integrated Stainer and Coverslipper

SERVICE TO BE PROVIDED AS PART OF THIS LEASE AGREEMENT INCLUDES:

- Warranty on all Equipment for one year and service for all Equipment for duration of the Lease Agreement.
- Vendor shall provide full on-site service, as needed, to keep the Equipment in good working order. On-site service will be provided, at no cost to Customer, Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding national holidays. Costs of parts, travel, and labor are to be included and shall be the Vendor's responsibility
- Vendor shall provide technical assistance 24 hrs per day, 7 days per week via telephone "Hotline".
- After a request for service is initiated, a field service technician must be on-site within 24 hours to begin repairs.

MISCELLANEOUS REQUIREMENTS:

- Vendor will provide on-site technical training to pertinent testing personnel in regards to assay performance troubleshooting, preventative maintenance, and quality control.
- Vendor shall replace equipment if the original system is found to be defective and cannot be repaired, including freight charges, installation, and technical support with all verification studies.
- Any future software or hardware upgrades are to be provided free of charge
- Upgrade guarantee: In the event that the successful vendor introduces next generation equipment during the term of this agreement, upgrade options will be made available with replacement of leased equipment.
- Vendor shall be responsible for all shipping costs (FREIGHT). This includes:
  - ☐ Freight on all equipment and parts being shipped to and from LSUHSC-S.
  - ☐ Freight on Equipment shipped to LSUHSC at start of Agreement and freight on Equipment shipped from LSUHSC at end (termination) of Agreement.
  - ☐ Freight on spare parts being shipped to and from the University.
  - ☐ Freight on all reagents and supplies.

SPECIFICATIONS

AUTOMATED SLIDE STAINER AND COVERSLIPPER

Autostainer Features

1. Bench-top automated slide stainer designed for high throughput. At least 12 slide racks holding 30 slides each can be processed simultaneously. Continuous rack loading/unloading using up to 4 load/unload stations without opening the instrument lid. Of 36 reagent vessels, a maximum of 6 can be used as water baths with one of these having a separate connection, e.g. for distilled water. Several staining programs can be run simultaneously, and the reagent management feature automatically monitors the usage of reagent cleanliness to provide optimum staining results.
2. Color-coded slide rack clips (transponder) allow fully automatic staining while a status table displays all active stainings. Any overfill of the waste-water tray triggers an audible alarm and automatic closure of the supply water valve.
3. An integrated suction/fume control system with an activated carbon filter reduces user exposure to hazardous fumes.
4. Stainer is programmed via a solvent resistant color touch screen and can be connected to a remote alarm system.
5. An intelligent multi-language user interface combined with a graphical program display allows the operator to quickly become familiar with the instrument while ease-of-use is supported further by on-line help covering each individual menu step.
6. Data are saved and loaded via a memory card with a permanent memory for up to 25 programs of 40 steps each. Additional features include selectable incubation periods from 1 s up to 1 h and adjustable specimen agitation (number, speed and amplitude of agitation movements).
7. Includes two oven modules (2 stations each/110 V) for de-paraffinization (max 70 deg C).

Standard delivery includes:

1 Basic instrument (100-120 V/50-60 Hz)

1 Activated carbon filter, assy.

31 Reagent vessels, assy. (with handles and lids)

5 Wash vessels, assy. (with handle)

1 Accessory Kit consisting of:

- 3 reagent vessels, assy. (with handles and lids)
- 1 Set of clips, assy. – red, pack of 5
- 1 Set of clips, assy. – yellow, pack of 5

- 1 Set of clips, assy. – white, pack of 5
- 1 Set of clips, assy. – light blue, pack of 5
- 5 Slide racks 30, plastic
- 1 Waste water hose
- 1 Tap water inlet hose, 2,50 m, assy. with ¾" connection for water tap
- 1 Set of gaskets for tap water inlet hose
- 1 V-filter ¾"-40/22 A6
- 1 Tubing band clamp, DIN 3017
- 1 Threaded nipple
- 1 Power cord "D"
- 1 Power cord "USA-C-J"
- 1 Power cord "UK" ST/BU F-5A
- 1 Jumper cable - mains
- 1 Screw driver 5,5 x 200
- 1 Allen key, with handle, size 3
- 1 Allen key, with handle, size 4
- 1 Allen key, with handle, size 6
- 1 Single-head wrench, size 17
- 1 Single-head wrench, size 13
- 1 Set of replacement fuses: 2 T 2A, 1 T 2.5A, 1 T 4.0A
- 1 Box level
- 1 Special O-ring grease, OHA, for valves and O-rings, 25 ml
- 1 Instruction manual package
- 2 Oven modules

Coverslipper Features

1. High-throughput glass coverslipper, with a speed of 9 seconds per slide
2. Compact bench top unit works with high quality standard coverslips in various sizes from 22-24mm x 40-60mm
3. Broken coverslips detected by sensor
4. 250-ml glass mountant bottle. Precise adjustment of mounting media flow volume and in accordance with mountant viscosity
5. Comprehensive settings adjustment for optimization of coverslipping process
6. Works with most commercial mounting media
7. Wet coverslipping from xylene. Dispenser nozzle rests in xylene-filled receptacle
8. Permanent fume extraction via activated carbon filter (integrated fume extraction system)
9. Works with most commercial slide racks
10. Permanent self-monitoring function with acoustic and optical instrument status indications
11. Error codes displayed in the event of malfunctions
12. Designed and manufactured to conform to the applicable CSA and CE guidelines

13. Configuration connected with slide rack transfer station. Designed to transfer slide racks automatically from the autostainer to the coverslipper for automatic, hands-free staining and coverslipping.

Standard delivery includes:

1 Basic instrument (100-250 VAC/50-60 Hz)

1 Transfer station (assembled)

1 Instruction manual

1 Accessory kit consisting of:

- 1 Leica brush
- 1 Allen key, size 2.5
- 1 Allen key, size 3.0
- 1 Single-head wrench SW 13
- 1 set of power cords: 1 power cord "UK", 1 power cord "D", 1 power cord "USA-C-J"
- 1 activated carbon filter, xylene
- 2 mountant bottles, 250ml, with lid
- 1 slide rack 30, plastic, pack of 5
- 1 cross check level – 2 vial
- 1 lid for load container
- 1 coverslip catcher
- 1 output rack 30, pack of 4
- 1 load container for slide racks
- 1 rack holder for slide racks 30
- 1 suction cup, pack of 2
- 2 multi-size TM magazines 40-60 x 22mm
- 2 Multi-size TM magazines 40-60 x 24mm
- 1 container for prime-solution
- 1 air evacuation hose, 3m
- 1 dosing device including following nozzles: 1 dispenser nozzle 21G, 1 dispenser nozzle 20G, 1 dispenser nozzle 18G, 1 nozzle cleaner

FINANCED LEASE AGREEMENT

Effective as of the _____ day of _____, 200__

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, this financed lease agreement (hereinafter sometimes called the "Lease Agreement" or the "Agreement") is made between the following:

_____
_____
_____

Telephone No. _____

(hereinafter referred to as "Lessor"), and who is represented herein by its duly authorized representative, _____, and

Board of Supervisors of Louisiana State University
Agricultural and Mechanical College, on behalf of
Louisiana State University Health Sciences Center, Shreveport
Purchasing Department
P.O. Box 33932
Shreveport, Louisiana 71130

Telephone No. (318) 675-5285

(hereinafter referred to as "Lessee") and who is represented by its duly authorized representative, Jeffrey Hartgrove, Director of Purchasing and Material Management.

ARTICLE I
PURPOSE

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain Equipment described in Article II for a sixty month Lease Term. At the end of the Lease Term, Lessee may elect to purchase any item or system of the Equipment for fair market value or may elect to return to Lessor the Equipment. Lessor and Lessee both agree that this Agreement shall be governed by the terms and conditions set forth herein, and that this Agreement shall be recognized as a financed lease agreement as that term is defined under Louisiana law.

ARTICLE II
DESCRIPTION OF LEASED EQUIPMENT

Lessor hereby leases to Lessee the following Equipment for the purposes and upon the terms and conditions set forth herein:

QUANTITY	EQUIPMENT DESCRIPTION (include make, model, serial no. and all attachments)

(collectively referred to herein as "Equipment").

ARTICLE III
COVENANTS OF LESSEE

Lessee represents, covenants and warrants, for the benefit of Lessor and its Assignees, as follows:

Article 3.1: **Status.** Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State of Louisiana.

Article 3.2: **Authorization**. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

Article 3.3: **Permissible Uses.** During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

Article 3.4: **Annual Appropriations.** Lessee further agrees to make its best effort to budget for and have appropriated in each budget and/or appropriation cycle sufficient funds to make the Lease Payments throughout the term of this Agreement. Lessor recognizes that if the Louisiana legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement

or if a veto or reduction of appropriation of funds necessitates the discontinuance of this Agreement, this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated in accordance with La. R.S. 39:1615(C) and La. R.S. 39:1616(3). Furthermore, if this Agreement is terminated due to a failure by the State to appropriate the requisite funding, no additional funds, including damages, attorney's fees, court costs, or any other monies, shall be paid to the Lessor as a result of such action. Whether or not sufficient funds have been appropriated shall be determined in the sole discretion of Lessee.

Article 3.5: **Useful Life.** The Equipment will have a useful life in the hands of the Lessee that is in excess of the Lease Term.

Article 3.6: **Ownership.** The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE IV
DEFINITIONS

The following terms shall have the meanings indicated below unless the context clearly requires otherwise:

"Commencement Date" means the day after the date of completion, with the date of completion to be determined in the sole discretion of the Lessee, of each of the following tasks by Lessor:

(1) Removal of the old equipment being replaced by the Equipment and all other work necessary to be performed to effect the removal of the old equipment;

(2) Completion of all site preparation at the Equipment Site and all other preparatory work necessary for the installation of the Equipment;

(3) Delivery of the Equipment and all other work necessary for the delivery of the Equipment to the Equipment Site;

(4) Installation of the Equipment and all other work necessary for the installation of the Equipment at the Equipment Site; and

(5) Testing of the Equipment such that the Equipment is operating on a basis and in a manner which is satisfactory to the Lessee in the sole discretion of the Lessee.

"Equipment" means the equipment being leased by Lessor to Lessee under this Agreement as set forth in Article II.

"Equipment Site" means the specific area or room in/on the Lessee's premises wherein the Equipment shall be installed such area or room to be identified by the Lessee.

"Lease Payments" means the payments set forth in the Payment Schedule attached as Exhibit A which is incorporated herein and made a part hereof.

"Lease Term" is defined in Article V.

"Non-appropriation Year" means any fiscal year which is encompassed by the Lease Term in which funds are not appropriated for Lease Payments by the State.

"State" means the State of Louisiana and/or Lessee.

"Vendor" means the Manufacturer of the Equipment as well as the agents or dealers of the Manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE V
LEASE TERM

The Term of this Agreement shall be sixty (60) consecutive months commencing on the Commencement Date.

ARTICLE VI
INSPECTION

Lessor and any Assignee of Lessor's rights under this Agreement shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VII
LEASE PAYMENTS

Article 7.1: **Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Article 7.2: **Payment of Lease Payments.** Lessee shall pay Lease Payments, exclusively from legally available funds, in lawful money of the United State of America to Lessor or, in the event of assignment by Lessor, to its Assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A. Lessee agrees to take the necessary

steps to ensure that the Lease Payments are to be received no later than the dates specified on the Payment Schedule. A portion of each Lease Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and the principal component of each Lease Payment during the Lease Term. The total amount of Lease Payments as set forth in the Payment Schedule attached as Exhibit A, including principal and interest, is $ _____.

Article 7.3: **Characteristics of Lease Payments.**

Article 7.3.1: **Lessee's Rights.** Subject to Article 7.5, the obligation of Lessee to make payment of Lease Payments and other payments required under this Agreement shall be subject to any right of set-off, counterclaim, or, in addition, any other reduction of such payments which may result from an accident or unforeseen circumstance.

Article 7.3.2: **Due Date; Interest.** Lessee shall make all Lease Payments when due as set forth on the Payment Schedule attached as Exhibit A. In accordance with La. R.S. 39:1695 and except for as provided in Article 7.5, if without reasonable cause, Lessee fails to make any payment due within ninety days of the due date prescribed in the Payment Schedule, Lessee shall pay, in addition to the payment, interest on the amount due, at the rate per annum for legal interest established pursuant to La. C.C. art. 2924(B), from the ninety-first day after the due date prescribed in the Payment Schedule.

Article 7.4: **Continuation of Lease Term by Lessee.** Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Payments during the Lease Term can be obtained. Lessee further intends to undertake reasonable, lawful measures to obtain and maintain funds from which Lease Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law.

Article 7.5: **Non-Appropriation.** In the event sufficient funds are not appropriated for the payment of the Lease Payments in any of the fiscal years which encompass the Lease Term, then Lessee may terminate this Agreement on the last day of the fiscal year immediately preceding the Non-appropriation Year, and Lessee shall not be obligated to make any future Lease Payments.

Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals, if any, and notice to Lessor of such termination at least thirty (30) days prior to the end of the Non-appropriation Year. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the terms of this Agreement beyond the last day of the fiscal year immediately preceding the Non-appropriation Year.

If this Agreement is terminated under this Article 7.5, on a day and time which is after

termination of this Agreement and which is agreeable between the Lessor and Lessee, Lessor agrees, at Lessor's cost and expense, to peaceably repossess the Equipment and to remove said Equipment from Lessee's premise in a manner and in a way which is commercially reasonable and safeguards and protects against any damage to Lessee's premises and the Equipment Site.

ARTICLE VIII
TITLE TO THE EQUIPMENT

During the Term of this Agreement, title to the Equipment shall be retained by Lessor, except for those modifications which are added to the Equipment by Lessee and which may be removed without damaging the Equipment. Lessee shall not have any right, title or interest in the Equipment except as expressly set forth in this Agreement. Upon the occurrence of an Event of Default, as set forth in Article 14.1 or non-appropriation as set forth in Article 7.5, Lessee will surrender possession of the Equipment to Lessor and Lessor shall remove the Equipment from Lessee's premises in accordance with the terms of Article 7.5.

Should Lessee exercise the purchase option pursuant to Article XII, Lessee may purchase the Equipment for the fair market value of the Equipment.

ARTICLE IX
MAINTENANCE; MODIFICATION; TAXES; INSURANCE

Article 9.1: **Maintenance of Equipment by Lessor.** For the full sixty (60) consecutive months of the Lease Term, Lessor agrees, at Lessor's cost and expense, to maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications as reasonably requested by the Lessee. In Lessee's discretion, Lessee may enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose with such maintenance contract to be the sole expense of Lessor.

Article 9.2: **Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor) Lessor will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may, at any time, be lawfully assessed or levied against or with respect to the Equipment. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Article 9.3. **Insurance.** At its own expense, Lessee shall cause **PUBLIC LIABILITY AND PROPERTY DAMAGE** insurance to be carried and maintained, or shall demonstrate to the reasonable satisfaction of Lessor that adequate self-insurance is provided with respect to the

Equipment, sufficient to protect the Full Insurable Value (meaning the full replacement value (new) of the Equipment). All insurance proceeds from casualty losses shall be payable as provided in Article X hereof. Lessee shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All insurance shall name Lessee and Lessor (or its Assigns) as insureds and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE X
DAMAGE, DESTRUCTION, AND CONDEMNATION; PROCEEDS.

Article 10.1: Damage, Destruction and Condemnation - Total Loss. If prior to the termination of the Lease Term, (a) the Equipment is determined by the Lessee to be wholly destroyed and/or deemed by the Lessee to be a total loss caused either by fire, other casualty, or other cause, or (b) title to the Equipment shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, in Lessee's sole discretion, Lessee may either (a) cause the proceeds of any insurance claim or condemnation award, after deducting expenses incurred in the collection of such claim or award ("Net Proceeds"), to be applied to Lessee's obligations and terminate this Agreement, or (b) Lessee shall cause the Net Proceeds of any insurance claim or condemnation award to be applied against the purchase by Lessor of replacement Equipment which is either the same or more technologically advanced than the Equipment which was destroyed or deemed a total loss.

If the Lessee chooses option (b) and causes Lessor to purchase replacement Equipment as described above, Lessee shall continue to make Lease Payments.

Article 10.2: Damage, Destruction and Condemnation - Partial Loss. If prior to the termination of the Lease Term, Lessee determines the Equipment to be partially destroyed and/or Lessee deems the Equipment to be a partial loss caused by fire, other casualty, or other cause, then the Net Proceeds from insurance payable as a result of the loss shall be used by the Lessor to fund Lessor's obligation to repair, replace, and/or restore the Equipment to the satisfaction of the Lessee.

During the pendency of the repairs, Lessee shall continue to make Lease Payments.

ARTICLE XI
WARRANTIES; VENDOR'S WARRANTIES; USE.

Article 11.1: Warranty. Lessor leases the Equipment to Lessee with full warranty for one year beginning on the Commencement Date, including, but not limited to, the warranty against all vices and defects, warranty against eviction, warranty against disturbance by third persons, and any and all other warranties under Louisiana law.

Article 11.2: **Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment.

Article 11.3: **Use of the Equipment.** Lessee will not use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner.

ARTICLE XII
OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, with prior written notice prior to the last day of the Lease Term, at the end of the Lease Term, Lessee may elect to purchase any item or system of the Equipment, inclusive of all attachments thereto, for the fair market value of the Equipment. If Lessee elects not to purchase any item or system of the Equipment, the Equipment will be returned to Lessor.

ARTICLE XIII
ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Article 13.1: **Assignment by Lessor.** This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more Assignees at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give Notice of Assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the Assignee designated in the Assignment.

Lessee agrees to execute all documents, including Notices of Assignment, which may be reasonably requested and provided by Lessor or its Assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the Assignee; and (ii) the Lessee receives written notification of the name and address of the assignee.

Article 13.2: **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the

interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Article 13.3: Right to Audit. The State may, at reasonable times and places, audit the books and records of any person who has submitted costs and pricing data to the extent that such books and records relate to such costs or pricing data.

ARTICLE XIV
EVENTS OF DEFAULT AND REMEDIES.

Article 14.1: Events of Default Defined. The following shall constitute an "event of default" hereunder;

A. Failure by Lessee to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein, except as provided in Article 7.5 herein; or

B. Failure by Lessee to observe and perform any covenant or condition. Notwithstanding the foregoing, Lessee shall have thirty (30) days to cure the default with such thirty (30) day period beginning the day after the default is discovered by Lessee. Lessor shall give written notice to Lessee specifying the provision(s) of this Agreement to which Lessee is in default. Lessor may agree in writing to an extension of such thirty (30) day time for curing the default prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or

C. Failure by Lessor to observe and perform any covenant or condition. Notwithstanding the foregoing, Lessor shall have thirty (30) days to cure the default with such thirty (30) day period beginning the day after the default is discovered by Lessee. Lessee shall give written notice to Lessor specifying the provision(s) of this Agreement to which Lessor is in default. Lessee may agree in writing to an extension of such thirty (30) day time for curing the default prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessor within the applicable period and diligently pursued until the default is corrected; or

D. Breach of any material representation or warranty by Lessee or Lessor under this Agreement.

Article 14.2: Unavailable Remedies. Upon the occurrence of an event of default, Lessor shall not have the right to collect and/or recover accelerated Lease Payments or any other amounts which may become due and outstanding in the future after the date of occurrence of the

event of default. In addition, under no circumstances shall Lessor be entitled to attorney's fees or defense costs incurred in conjunction with any dispute with Lessee.

Article 14.3: **Alternate Dispute Resolution.** Upon the occurrence of an event of default, Lessor must first comply with the alternative dispute resolution procedure set forth in La. R.S. 39:1673. The "Chief Procurement Officer" referenced therein shall be the Chief Procurement Officer of the Lessee.

Article 14.4: **Remedies Upon Default.** After Lessor has complied with the alternative dispute resolution provided for in Article 14.3, and after receipt of a final decision thereunder, Lessor may seek judicial relief. Any such action for judicial relief must be undertaken pursuant to La. R.S. 39:1692(C). If Lessor has commenced a timely action hereunder, Lessor may exercise any one or more of the following remedies:

A. Except upon a default by Lessee as provided in Article 7.5, require Lessee at Lessor's risk and expense to promptly return the Equipment to Lessor; or

B. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment, as long as such action is not contrary to Louisiana law or the terms of this Agreement.

Article 14.5: **Venue.** Pursuant to La. R.S. 39:1691(C), the Nineteenth Judicial District Court in East Baton Rouge Parish, Louisiana shall be the exclusive venue for any judicial relief, claim or cause of action which arises under or by virtue of this Agreement, whether the action is on the Agreement, or for breach of the Agreement, or whether the action is for declaratory, injunctive, or other equitable relief.

ARTICLE XV
MISCELLANEOUS

Article 15.1: **Notices.** All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid, and addressed to Lessee or Lessor at the addresses shown below or at such other address as any party may, by written notice received by the other parties to this Agreement, have designated as its address for such purpose.

Lessee _____
_____
_____

Lessor LSU Medical Center-Shreveport
Attn: Jeffrey Hartgrove
P.O. Box 33932
Shreveport, LA 71130

Article 15.2: **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and Assigns.

Article 15.3: **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Article 15.4: **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Article 15.5: **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

Article 15.6: **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent or any provisions or sections of this Agreement.

Article 15.7: **Survival**. All representations and warranties contained herein, or made on behalf of Lessor in connection herewith, shall survive the execution and delivery of this Agreement. If any conflict exists between this Agreement and documents executed in connection herewith, the terms and provisions of this Agreement shall control.

Article 15.8: **Severability**. If any part or provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without affecting the remaining parts of said provision or the remaining provisions.

Article 15.9: **Time is of the Essence**. Time is of the essence in interpreting and enforcing this Agreement.

Article 15.10: **Miscellaneous**. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "person" or "party" shall include an individual, a corporation, an association, a partnership, a trust and any other entity. As used herein, the term "and/or" shall be construed as conjunctive or disjunctive in the sole discretion of Lessee.

THUS DONE AND SIGNED before me, Notary Public, and the two undersigned competent witnesses, in multiple originals in _____, on the ____ day of _____, _____.

LESSOR:

_____

By_____
Name_____
Title_____
Date_____

LESSEE:
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE

By_____
Name_____
Title_____
Date_____

WITNESSES:

_____

_____

_____
NOTARY PUBLIC
Name_____
Bar Roll_____