

INVITATION TO BID		BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		06/16/2020 11:00 AM CT
SOLICITATION RFQ-0000001186 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Jene Troxclair Ledet Buyer Phone Buyer Email jeneledet@lsu.edu Issue Date 05/12/2020	
TITLE: Disposal of Hazardous Waste (Non-Radioactive) - Term Contract		
ADDENDUM 02: Notice is given to all parties that this Solicitation is amended by the University as stated herein. This Addendum is hereby made an official part of this solicitation. BID DUE DATE AND TIME IS HEREBY EXTENDED FROM 06/09/2020 AT 11:00 AM TO 06/16/2020 AT 11:00 AM. Supplier inquires have been received and responses are offered per the attached. Item 23 has been revised and item 84 is added. New price sheets are attached and must be used for bid response.		
<p>To Be Completed By Supplier</p> <ol style="list-style-type: none"> _____ "No Bid" (sign and return this page only). _____ My Company does not wish to receive future solicitations for this spend category. Specify your Delivery: To be made within _____ days after receipt of order. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto. <p style="text-align: center;">General Instructions to Suppliers</p> <ol style="list-style-type: none"> Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. Read the entire solicitation, including all terms, conditions and specifications. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. 		
SUPPLIER NAME	MAILING ADDRESS	
AUTHORIZED SIGNATURE	CITY, STATE ZIP	
PRINTED NAME	PHONE #	
TITLE	FAX #	
E-MAIL	FEDERAL TAX ID #	

SOLICITATION RFQ-000001186

DUE DATE 06/16/2020

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
20	All or None E-manifest fee Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	20	Each	\$ _____	\$ _____
21	All or None Surcharge for overpacks Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	2	Each	\$ _____	\$ _____
22	All or None Unknown characterization Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	50	Each	\$ _____	\$ _____
23	All or None Reactives stabilization and/or deactivation that require onsite remote openings. Requires two or more person deactivation team for up to eight hours. Must include all supplies and equipment that may be needed. Does Not include the disposal of any chemicals that were deactivated/opened. Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	2	Each	\$ _____	\$ _____

SOLICITATION RFQ-0000001186

DUE DATE 06/16/2020

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
83	All or None Incineration oxidizer waste per pound, to include oxidizers carrying D003 Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	2000	Pound	\$ _____	\$ _____
84	All or None Onsite reactive stabilization with no remote opening Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	20	Each	\$ _____	\$ _____

Addendum 02:
RFQ-0000001186

Q1) The contract states that it is a term contract. What is the duration of the term? Will there be any renewals?

R1) The first term will be 7/1/2020 – 6/30/2021. There will be two additional twelve month renewal options. Please see the attached LSU Term Contract – Terms and Conditions.

Q2) Does the Louisiana State University contract allow other state universities to piggyback off of the contract?

R2) LSU does allow other agencies to piggyback, if approved by their agency.

Q3) Please clarify what the University would like indicated in the “Specify Manufacturer” and “Brand” portion of the pricing matrix.

R3) These fields can be left blank for all items.

Q4) Regarding line 23 of the pricing matrix, can the response include separate pricing for items that require remote detonation/remote opening and those that just need to be stabilized without remote opening?

R4) Yes. Item 23 has been revised and item 84 has been added. Attached are revised price pages for these two items. The revised pages must be used for bid response.

LSU TERM CONTRACT – TERMS & CONDITIONS

A "Term Contract" is defined as an agreement with a supplier to provide specified goods and/or services on an as-needed basis at established prices, terms and conditions during a specific period of time (or term), and does not guarantee usage. Term Contract purchase orders (PO) issued serve as a binding contract with LSU.

1. Scope of Contract

This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning _____ and ending _____, in accordance with all specifications, terms, and conditions.

2. Initial Contract Period

LSU intends to award all items for the initial contract period specified above. Award delays beyond the anticipated contract begin date may result in an initial award less than the specified contract period.

3. Contract Renewals/Extensions

At the option of LSU and acceptance by the Supplier, this contract may be renewed for _____ additional _____ month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award.

4. Estimated Quantities

Solicitation quantities shown are estimated only and may be based on historical contract usage and/or projected needs; where usage is not available, a quantity of one (1) indicates a lack of history on this item. Suppliers are cautioned that regardless of the quantity shown in the solicitation, LSU shall not be obligated under the contract to purchase any specific or minimum amount. Supplier must supply any order requirements at the bid/contract prices, whether the total of such requirements are more or less than the estimated quantities shown.

5. Firm Pricing

Contract prices shall remain firm for the duration of the contract term; and no price increases will be allowed, unless escalation/de-escalation provisions are specifically provided for herein. Prices may not exceed the current nationally advertised and available General Services Administration (GSA) Price Schedule if one exists.

LSU is a member of the National Association of Educational Procurement (NAEP) and the E & I Cooperative Purchasing Service.

6. Insurance Requirements

If an automobile is utilized in the execution of the contract, including deliveries made with company owned, hired, and/or non-owned vehicles, Supplier shall be required to furnish a certificate of insurance evidencing coverages per attached insurance requirements. The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as an additional insured on all liability policies.

7. Supplier Parking on the LSU Campus – Permits & Gate Passes

LSU A & M Campus: Suppliers needing access to reserved, gated "C" parking lots or to controlled access streets in the center of campus for logistics in performing business with LSU, must apply for gate passes through the LSU Office of Parking & Transportation Services (PTS). Visit the LSU/PTS website at www.lsu.edu/parking and the "Parking & Permits" webpage for details.

Other Campuses: For parking information, contact Buyer-Of-Record for instruction or refer to specific campus parking instructions.

8. Supplier Non-Performance

Supplier is required to perform in strict accordance with all contract specifications, terms, and conditions. Supplier will be advised in writing of non-performance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event supplier nonperformance is deemed severe, LSU reserves the right at its sole discretion to suspend supplier and cancel the contract with a ten (10) day written notice. Contract cancellations due to non-performance may be cause to deem the supplier non-responsible in future solicitations.

9. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the supplier and submitted to LSU Procurement Services for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by LSU Procurement Services and issuance of a formal LSU Contract Amendment or PO Change Order. The supplier shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

10. Price Reductions

Whenever price reductions are made by the Supplier/Manufacturer during the LSU contract term, and which are offered to similarly-situated customers [i.e. those contracting under similar terms, conditions, periods, etc], and which are lower than LSU contract prices, said reductions shall be afforded to LSU.

Supplier shall give prompt written notice to LSU Procurement Services of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Suppliers found to have knowingly and willfully withheld such price reductions may be required to reimburse LSU of any overcharges.

11. Product Substitutions

Only those awarded brands and numbers, furnished in the packaging/units of measure and at the unit prices stated in the LSU contract, are approved for order, receipt, and payment purposes. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at Supplier's expense, and non-payment.

By submitting a bid, Suppliers are expected to have sound supplier agreements in place to support and responsibly perform their contractual term obligations with LSU. Unless discontinued by the manufacturer without replacement, Suppliers are expected to honor the awarded brands/numbers throughout the contract term. Substitution requests based merely on the Supplier's own elective change to another supplier may be disapproved at the sole discretion of LSU Procurement Services.

Departments are not authorized to approve or accept product substitutions without Procurement Services' approval. Suppliers who act without regard to this procedure may face contract cancellation, suspension, and/or debarment.

12. Right to Add Department/Campus Users

Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Supplier shall honor all such purchase orders.

13. Non-Exclusivity

This agreement is non-exclusive and shall in no way preclude LSU from entering into similar agreements and/or arrangements with other Suppliers or from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. Contract Usage Report

The Supplier shall keep records of all purchases under this contract and shall be prepared to furnish a contract usage report to LSU upon request at any time during the contract term. Contract usage reports must minimally capture and report the following: item numbers and brief item descriptions; total quantities and dollars for each item subtotaled by using department names; and overall contract quantities and dollars.

15. Contract Evaluation

LSU Procurement Services welcomes suggestions for contract improvements to effectively meet the needs of the departments we serve. Department feedback relative to the incumbent Supplier's performance will be requested for consideration when determining our contract options for renewal or re-solicitation. Supplier performance will be monitored for compliance with contract terms and conditions, and reports of deficient performance will be appropriately addressed with the Supplier.

16. Termination for Non-Appropriation of Funds

The following condition shall apply to any contract covering multiple fiscal years:

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. 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 of 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 purpose, 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.

17. Termination for Convenience

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

18. Contract Documents

In the event that any conflict arises between the documents that constitute the agreement, the following order of precedence should apply:

- A. Solicitation Specifications
- B. LSU Term Contract – Terms & Conditions
- C. Solicitation Special Terms & Conditions
- D. Solicitation Standard Terms & Conditions