

REQUEST FOR QUOTATION	LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		08/05/2020	04:30 PM
SOLICITATION RFQ-0000001229 SUPPLIER # SUPPLIER NAME AND ADDRESS <div data-bbox="159 369 773 579" style="border: 1px solid black; height: 100px; width: 100%;"></div>		RETURN BID TO FAX #: 225-578-2292 Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Alexandra Torres Huber Buyer Phone +1 (225) 578-9398 Buyer Email atorre6@lsu.edu Issue Date 07/31/2020	
TITLE: CUSTODIAL CLEANING- TERM CONTRACT			
To Be Completed By Supplier			
1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. 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.			
General Instructions to Suppliers			
1. Quotations for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing LSU Campus Procurement Office at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. 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. 4. Bid prices shall include all delivery charges paid by the supplier, F.O.B. LSU Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. 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-0000001229

DUE DATE 08/05/2020

DUE TIME 4:30:00 PM

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

1. Supplier Enrollment

Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php

2. Bid Forms

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bid submissions should not be spiral bound.

3. Interpretation of Solicitation/Supplier Inquiries

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the fax number shown above. No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

4. Bid Addenda

Bid Addenda is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by the issuing LSU Campus Procurement Office at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, courier service, hand delivery, email, or USPS mail. Bid revisions received after the bid due date and time cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

5. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained 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. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

6. New Products / Warranty

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

7. Descriptive Information

Supplier proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. If item(s) bid do not fully comply with specifications, supplier must state in what respect item(s) deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

SOLICITATION RFQ-0000001229

DUE DATE 08/05/2020

DUE TIME 4:30:00 PM

8. Bids / Prices / F.O.B. Point / Taxes

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.
- Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes.

9. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

10. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

11. Supplier Forms/LSU Signature Authority

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

12. Awards

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

13. Acceptance of Bid

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract. Bid tabulations may be requested after acceptance of bid.

14. Awarded Products

Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Any defect in any product may cause its rejection.

15. Delivery/Default of Supplier

Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

16. Supplier Invoices

Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

17. Assignment of Contract/Contract Proceeds

Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

STANDARD TERMS & CONDITIONS	REQUEST FOR QUOTATION	Page 4
<p>SOLICITATION RFQ-0000001229 DUE DATE 08/05/2020 DUE TIME 4:30:00 PM</p>		
<p>18. Right to Piggyback 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 Vendor shall honor all such purchase orders.</p> <p>19. Contract Cancellation LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (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 supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.</p> <p>20. Prohibited Contractual Arrangements Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.</p> <p>21. Equal Employment Opportunity Compliance By submitting and signing this bid, supplier 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, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor.</p> <p>22. Mutual Indemnification Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.</p> <p>23. Right to Audit The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.</p> <p>24. Diverse Supplier (a) Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts. (b) In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or supplier under this agreement. (c) If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list. (d) To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.</p> <p>25. Data Privacy By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the LSU Privacy Statement.</p> <p>26. Certification of No Suspension or Debarment By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.</p>		

SOLICITATION RFQ-0000001229

DUE DATE 08/05/2020

DUE TIME 4:30:00 PM

1. Bid Submittal: All bid responses must be emailed to atorre6@lsu.edu. No other method of submittal shall be accepted.

2. All costs associated with these services must be included in the bid price.

PRICE SHEET		REQUEST FOR QUOTATION			Page 6	
SOLICITATION RFQ-0000001229		DUE DATE 08/05/2020		DUE TIME 4:30:00 PM		
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	
UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: Office of Accounting Services Baton Rouge, LA 70803						
1	All or None Desk and chair cleaning - Materials, labor, transportation and supervision of labor to assist with the nightly cleaning/sanitization of approximately 1,000 classrooms, per attached specifications. Specify Manufacturer / Brand Bid: _____ Specify Model / Number Bid: _____	1000	Each	\$ _____	\$ _____	

Custodial Cleaning

Purpose: The University seeks to establish a contract for supplemental manpower to assist with cleaning/sanitization of classrooms. Supplier is responsible for sanitizing existing student and faculty desks and chairs in approximately 1,000 classrooms distributed amongst 114 buildings on the LSU Baton Rouge Campus. Work is to be performed daily between the hours of 9pm and 6am, Monday through Friday, commencing August 17, 2020 and continuing each week for an indeterminate period of time. See attached table for classroom type breakdown.

The deadline of August 17, 2020 for commencement of work is mandatory for the primary contract (see Method of Award on page 3). Failure to meet this deadline shall result in rejection of your bid. Suppliers should signify their ability to meet this deadline below. Contract award is expected to be made ASAP.

YES _____ NO _____

Scope of Work:

Sanitize desks and chairs by applying a previously approved (by LSU EHS) disinfection solution to all surfaces of the furniture that is EPA approved to kill Sars Cov-2, in the amount recommended by the disinfection solution manufacturer, and allow to air-dry as required to eliminate any COVID-19 virus that may exist on the furniture. Method of application is spray method or other approved method that is effective when used in conjunction with an EPA approved disinfection solution. No other cleaning or disinfection services are to be included. The Supplier shall follow the latest CDC recommendations and guidelines.

Supplier should indicate in bid response their proposed cleaning method.

Supplier shall provide all materials, labor, transportation and supervision of labor. All costs shall be included in the bid response. Supervisor is required to be onsite each night for cleaning.

Any damage done by employees of the supplier is to be the direct responsibility of the supplier. LSU reserves the right to request removal of any of Supplier's personnel.

Existing water, electricity and restrooms may be used by Supplier where available.

Access

A master key will be provided to allow access to the buildings/classrooms. In the event a key is lost or not returned by the Supplier, LSU reserves the right to hold the Supplier responsible for the cost of re-keying the building(s).

Qualifications

The Contractor shall purchase and comply with all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

Uniforms:

All personnel of the supplier shall be required to wear, at all times on the premises, a uniform with identification badges stating company name and worker's name.

Insurance Requirements:

Supplier must submit a copy of their certificate of insurance, prior to contract award, which meets the attached requirements.

Background Checks:

Due to the diverse work force, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the Supplier may be required to provide a letter certifying that criminal history checks have been conducted on all security and personnel providing service to the University. If required, said letter shall be provided within fifteen (15) days of award. As team members are added throughout the term, an updated letter must be provided. If required, an updated letter would then be required for all employees, and any additional employees that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies.

Quantities

The University reserves the right to add or decrease classrooms as needs change and shall not be bound to any quantity.

Method of Award:

It is the intent of the University to award a primary and secondary contract, however, we shall not be bound to awarding a secondary contract if not deemed in our best interest. The primary contract shall be awarded to the lowest responsible, responsive supplier on an "all or none" basis. The primary contract shall commence on August 17, 2020.

If a secondary contract is awarded, award shall be made to the 2nd lowest responsible, responsive supplier on an "all or none basis". This contract shall be utilized in the event that the primary contract holder cannot complete some or all of the specified cleanings. The secondary contract is not required to start on August 17, 2020.

Academic Spaces for Daily Desk/Chair Disinfection

USOE	USOE Definitions	Board of Regents Data 2019 Data (includes Law School & Vmed)	Subtotal	Notes
110	CLASSROOM	411		Academic Spaces with scheduled classes
140	COMPUTER CLASSROOM	45		
210	CLASS LABORATORY	281		
220	OPEN LABORATORY	74		
240	COMPUTER LABORATORY	30		
260	SPECIAL USE LABORATORY	6		
270	STUDIO LABORATORY	127		
280	PROJECT ROOM	14	988	
Total Spaces			988	

*The average number of desks in each classroom is 25.

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 date of award and ending 6/30/2021 , 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 2 additional 12 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

Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements



INSURANCE

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Contractor/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor/vendor is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

Waiver of Subrogation/Recovery

All insurances shall include a waiver of subrogation/recovery in favor of the University.

Primary Coverage and Limits of Insurance

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor/vendor's insurance and shall not contribute with it.

Subcontractors

Subcontractors of the Contractor/vendor shall be subject to all of the requirements stated herein. Contractor/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor/vendor copies of subcontractors' certificates.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Verification of Coverage

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State
University and Agricultural & Mechanical College
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Insurance Minimum Limits and Requirements for Standard Supplier Agreements (no services to be performed)

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires contractors/vendors to procure the below insurance. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the contractor/vendors' financial responsibilities as outlined in the agreement's Indemnification requirements; therefore, the contractor/vendor may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation then the Supplier is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the agreement.

Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

Other Insurance Requirements

Additional Insured Status

The University is to be listed as an Additional Insured on the Commercial General Liability policy.

Primary Coverage

For any claims related to an agreement/purchase order, the suppliers' insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the supplier's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

Special Risks or Circumstances

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.