


INVITATION TO BID		BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		08/29/2024 11:00 AM CT	
SOLICITATION RFQ-0000002321 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		RETURN BID TO lsubids@lsu.edu Buyer Erica Pino Buyer Phone Buyer Email epino2@lsu.edu Issue Date 08/08/2024	
TITLE: Asbestos & Mold Abatement - 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. 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. 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 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. 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-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

1. Bid Submission Information

All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to lsubids@lsu.edu (*This email address should be used for bid submissions only*). Any bids sent directly to the Buyer of record **will not** be forwarded to the "Return Bid To" email.

When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. An original and redacted copy (if applicable) must be submitted electronically. Hard copies of bids will not be accepted; therefore, they will not be evaluated.

It is the responsibility of the Supplier to ensure the bid is received by LSU Procurement by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Return Bid To" email address by the indicated due date and time.

The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFQ-000000XXXX - Title; Bid Submittal 2 out of 3 for RFQ-000000XXXX - Title, etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per LAC 34:XIII.515.B.

2. Bid Opening Information

Bid openings are held electronically. There are no in-person bid openings. To electronically attend the bid opening, use the below link to register in advance:

<https://lsu.zoom.us/meeting/register/tJwvcuygqTltHtZZWmWrGBCjXxstyfiETx33>

After registering, a confirmation email will be provided containing information about joining the bid opening.

No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process.

If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.

3. Method of Award

All or None - Bid shall be awarded to the lowest responsible and responsive supplier for all items.

4. Insurance Requirements

Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.

5. Bid prices are to be quoted FOB Destination and inclusive of any and all applicable charges.

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. 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.

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.

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 Delivery and Receipt

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.

3. 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. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

4. 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 address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

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, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

5. Bid Addenda

Bid Addendum 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 LSU Procurement 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, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

6. Bid Opening

Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.

7. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement 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.

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

8. 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.

9. New Products/Warranty/Patents

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. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

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.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

10. Descriptive Information

Suppliers 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. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

11. Bids/Prices/F.O.B. Point

- 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/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

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. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

13. 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.

14. 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.

15. 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.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

16. 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 or award letter. Bid tabulations may be requested after acceptance of bid.

17. Applicable Law

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

18. Awarded Products/Unauthorized Substitutions

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. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

19. Testing/Rejected Goods

Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

20. Delivery

Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

21. Default of Supplier

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.

22. 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.

23. Delinquent Payment Penalties

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.

24. 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.

25. 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.

26. 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.

27. 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.

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

28. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. 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. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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](#).

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
<p>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: Office of Accounting Services Baton Rouge, LA 70803</p>					
1	<p>All or None (Asbestos) LDEQ Regular ADVF Notification</p>	80	Each	\$ _____	\$ _____
2	<p>All or None (Asbestos) LDEQ Emergency ADVF Notification</p>	80	Each	\$ _____	\$ _____
3	<p>All or None (Asbestos) Call Out Fee (10 working day)</p>	100	Each	\$ _____	\$ _____
4	<p>All or None (Asbestos) Call Out Fee (72 hour)</p>	100	Each	\$ _____	\$ _____

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
5	All or None (Asbestos) Call Out Fee (24 hour)	50	Each	\$ _____	\$ _____
6	All or None (Asbestos) Call Out Fee (4 hour)	10	Each	\$ _____	\$ _____
7	All or None (Asbestos) Thermal System Insulation Glove Bag	2500	Linear Foot	\$ _____	\$ _____
8	All or None (Asbestos) Floor Tile & Mastic Removal - Wet Methods (per layer of floor tile)- including non-ACM or ACM tile	100000	Square Foot	\$ _____	\$ _____
9	All or None (Asbestos) Removal of Misc. Asbestos Debris	150	Cubic Yard	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
10	All or None (Asbestos) ACM Transite Pipe	100	Linear Foot	\$ _____	\$ _____
11	All or None (Asbestos) Thermal System Insulation Glove Bag – High Temp Removal	300	Linear Foot	\$ _____	\$ _____
12	All or None (Asbestos) Drywall System Removal	100000	Square Foot	\$ _____	\$ _____
13	All or None (Asbestos) RACM Demolition	1	Cubic Yard	\$ _____	\$ _____
14	All or None (Asbestos) Asbestos Fire Blanket	1	Unit	\$ _____	\$ _____

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
15	All or None (Asbestos) Fire Brick Removal -includes mortar removal	1	Square Foot	\$ _____	\$ _____
16	All or None (Asbestos) Floor Tile Only Removal	500	Square Foot	\$ _____	\$ _____
17	All or None (Asbestos) Mastic Removal - Heat Gun Method	1000	Square Foot	\$ _____	\$ _____
18	All or None (Asbestos) Floor Tile & Mastic Removal - Heat Gun Methods (per layer of floor tile)	10	Square Foot	\$ _____	\$ _____
19	All or None (Asbestos) Floor Tile & Mastic Removal - Heat Gun Methods (per layer of floor tile)	10	Square Foot	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
20	All or None (Asbestos) Asbestos Fire Curtain	1	Unit	\$ _____	\$ _____
21	All or None (Asbestos) ACM packing / ACM Rope	1	Linear Foot	\$ _____	\$ _____
22	All or None (Asbestos) HVAC Duct Mastic / Tape Removal	1	Linear Foot	\$ _____	\$ _____
23	All or None (Asbestos) Asbestos Gasket – removal of gasket and cleaning of pipe flange included	10	Inch	\$ _____	\$ _____
24	All or None (Asbestos) Asbestos Gasket – removal by cutting flange off and disposal of complete flange	20	Unit	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
25	All or None (Asbestos) Vibration Dampener	1	Unit	\$ _____	\$ _____
26	All or None (Asbestos) Plaster Gross Removal	10	Square Foot	\$ _____	\$ _____
27	All or None (Asbestos) Glue Dot Removal	5000	Square Foot	\$ _____	\$ _____
28	All or None (Asbestos) Transite Siding / Roofing Removal	1000	Square Foot	\$ _____	\$ _____
29	All or None (Asbestos) Carpet Removal (if over ACM Flooring or ACM Mastic)	25000	Square Foot	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
30	All or None (Asbestos) Fireproofing Gross Removal	100	Square Foot	\$ _____	\$ _____
31	All or None (Asbestos) Fireproofing Gross Removal - Mini Containment	100	Square Foot	\$ _____	\$ _____
32	All or None (Asbestos) Plaster Gross Removal - Mini Containment	100	Square Foot	\$ _____	\$ _____
33	All or None (Asbestos) Ceiling Tile Removal	10000	Square Foot	\$ _____	\$ _____
34	All or None (Asbestos) Transite Panel or Transite Containing Room Divider Removal	1000	Square Foot	\$ _____	\$ _____

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
35	All or None (Asbestos) Chalk Board Removal (includes glue)	10	Unit	\$ _____	\$ _____
36	All or None (Asbestos) Building and/or Fire Caulk Removal	1000	Linear Foot	\$ _____	\$ _____
37	All or None (Asbestos) Thermal System Insulation Gross Removal (pipes)	500	Linear Foot	\$ _____	\$ _____
38	All or None (Asbestos) Thermal System Insulation Removal – Candy cane wrap / cut	500	Linear Foot	\$ _____	\$ _____
39	All or None (Asbestos) Vinyl Cove Base Removal (not applicable if drywall is removed)	500	Linear Foot	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
40	All or None (Asbestos) Roof Tar Abatement / flashing	1000	Linear Foot	\$ _____	\$ _____
41	All or None (Asbestos) Linoleum Flooring Removal	5000	Square Foot	\$ _____	\$ _____
42	All or None (Asbestos) ACM Cabinet Removal	5	Unit	\$ _____	\$ _____
43	All or None (Asbestos) Lab Sink Removal	10	Unit	\$ _____	\$ _____
44	All or None (Asbestos) Fire Door Removal	100	Unit	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
45	All or None (Asbestos) Lab Counter Removal	100	Unit	\$ _____	\$ _____
46	All or None (Asbestos) ACM Study Cubical / Office Furniture Removal	100	Unit	\$ _____	\$ _____
47	All or None (Asbestos) Complete Roof Abatement (shingles, felt, and all layers)	10000	Square Foot	\$ _____	\$ _____
48	All or None (Asbestos) Lab Drying Rack Removal	10	Unit	\$ _____	\$ _____
49	All or None (Asbestos) Installed Fume Hood Removal	10	Unit	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
50	All or None (Asbestos) ACM Equipment Removal (Boiler / Chiller / Freezer / Pump or other large equipment)	10	Cubic Feet	\$ _____	\$ _____
51	All or None (Asbestos) ACM Transformer Removal	1	Unit	\$ _____	\$ _____
52	All or None (Asbestos) Encapsulate material with CP11	200	Linear Foot	\$ _____	\$ _____
53	All or None Asbestos) Encapsulate with sheet metal	200	Linear Foot	\$ _____	\$ _____
54	All or None (Asbestos) Cleaning – HEPA Vacuum / Wet Wipe	750	Square Foot	\$ _____	\$ _____

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
55	All or None (Asbestos) Annual ADVF quarterly pick up/ transportation / disposal at LSU chosen landfill.	4	Unit	\$ _____	\$ _____
56	All or None (Asbestos) Window Caulk Removal	100	Linear Foot	\$ _____	\$ _____
57	All or None (Asbestos) Window Glaze removal	100	Linear Foot	\$ _____	\$ _____
58	All or None (Asbestos) Removal of Freezer Mastic / glue	1	Square Foot	\$ _____	\$ _____
59	All or None (Asbestos) Electrical System Abatement	10	Linear Foot	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
60	All or None (Asbestos) TSI gross removal – Tanks	5000	Square Foot	\$ _____	\$ _____
61	All or None (Asbestos) cubic yard box supply	20	Each	\$ _____	\$ _____
62	All or None (Mold) Call Out Fee (4 hour)	5	Each	\$ _____	\$ _____
63	All or None (Mold) Call Out Fee (24 hour)	25	Each	\$ _____	\$ _____
64	All or None (Mold) Call Out Fee (10 working day)	25	Each	\$ _____	\$ _____

SOLICITATION RFQ-000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
65	All or None (Mold) Remediation on Hard Surfaces	1000	Square Foot	\$ _____	\$ _____
66	All or None Post Mold Remediation Encapsulating Paint Job (Thompsons's 80/20 or equivalent)	1000	Square Foot	\$ _____	\$ _____
67	All or None (Mold) Remediation on Carpet (Steam Clean)	1000	Square Foot	\$ _____	\$ _____
68	All or None (Mold) Remediation on Fabric Chairs (Steam Clean)	500	Unit	\$ _____	\$ _____
69	All or None (Mold) No cleaning, Demo of Drywall material (ceiling or walls)	1000	Square Foot	\$ _____	\$ _____

SOLICITATION RFQ-0000002321

DUE DATE 08/29/2024

DUE TIME 11:00:00 AM

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
70	All or None (Mold) No cleaning, demo of plaster (Ceiling or walls)	1000	Square Foot	\$ _____	\$ _____
71	All or None (Mold) No cleaning, demo of carpet (Floor or walls)	1000	Square Foot	\$ _____	\$ _____
72	All or None (Mold) No cleaning, demo of non-ACM floor tile	1000	Square Foot	\$ _____	\$ _____

2024 Asbestos & Mold Contract for Manpower and Materials

AWARD: Louisiana State University (LSU) intends to select a primary Supplier and secondary Supplier from this bid. However, we shall not be bound to award 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.

If a secondary contract is awarded, the award shall be made to the 2nd lowest responsible, responsive Supplier on an “all or none” basis. LSU reserves the right to use the secondary contract holder at its own discretion.

This work will be conducted on an “as needed” basis and no amount of work is promised from this bid.

GENERAL ABATEMENT SUPPLIER REQUIREMENTS

PURPOSE: LSU Facility Services (LSU FS) is requesting bids to establish a 1-year term contract for asbestos abatement projects across campus. The supplier may also be asked to provide services related to mold abatement. The contract’s specifications will reference many regulations, all of which may not agree with each other. **In all cases, the most stringent regulation will apply.**

While this contract shall not be subcontracted out in its entirety, a portion(s) may be subcontracted with prior written approval of LSU. If a subcontractor is utilized for any part of this contract, all requirements will apply to the subcontractor, and notice of deficiencies will count against the Supplier.

Background Check Requirements and General Personnel Requirements

Due to the diverse workforce, faculty, and students at LSU, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the successful bidders (Supplier) must provide a letter certifying that criminal history checks have been conducted on all personnel providing service to LSU under this contract. The letter shall be provided upon request. As personnel are added throughout the contract period, an updated letter must be provided. 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 cannot allow a registered sex offender to work on campus.

Supplier’s employees shall also be warned not to speak to or approach students. Disrespectful comments made towards any faculty, staff, or students will not be tolerated and will result in the immediate removal of the employee from the job site.

The Supplier shall be required to adhere to all LSU policies. LSU reserves the right to update the policies and background check requirements at any time.

Dress Code

The Supplier is expected to dress and conduct themselves in a professional and courteous manner. All clothing must be free of explicit material including curse words and material of a sexual nature. Closed-toed shoes are expected at all times at a minimum. Exceptions or medical accommodations to this dress

code shall be addressed prior to a project in writing by LSU FS and LSU Environmental Health & Safety (LSU EHS).

Personal protective equipment and other items must be worn as required by OSHA and/or state law. It is the Supplier's responsibility to provide all of the necessary items for their work.

Social Media / Internet

The Supplier is prohibited from posting locations, check-ins, or other identifying information about LSU's campus while working on project sites to social media, company webpages, or any other public domains. LSU expects the Supplier to maintain LSU's records as confidential and remain the property of LSU only.

Safety

The Supplier must supply proof of OSHA 30 training for an executive level employee who will oversee safety at the company. Executive level employees are President, Vice-president, project manager on payroll with the company, or LLC members with ownership interest in the company. If using a project manager, the Supplier must prove this person is not subcontracted.

*If this information is not submitted with bid, it must be submitted prior to award and within the timeframe requested by LSU Procurement. Failure to either provide this information or provide this information within the required timeframe shall result in bid rejection.

Experience and Other Contracts

The Supplier must provide a copy of a similar, current contract with another federal, state, or local government entity located in the State of Louisiana and a reference LSU may contact to ensure the Supplier is in good standing with this entity.

Supplier must show evidence that they successfully completed asbestos abatement projects in at least 4 occupied university, educational, or healthcare facility in the past 12 months. Supplier shall provide complete information including description, location, completion date, verifiable names, addresses, contact information, project size, square feet removed, and close report.

The Supplier must show proof of being in business for at least 3 years.

The Supplier must show that an employee on staff who will be required to be on LSU jobs has been an LDEQ contractor / supervisor for the last 5 years. This requirement requires showing proof of expired accreditation certificates issued by LDEQ.

*If this information is not submitted with bid, it must be submitted prior to award and within the timeframe requested by LSU Procurement. Failure to either provide this information or provide this information within the required timeframe shall result in bid rejection.

Licenses & Accreditations

The Supplier must possess the following licenses/letter(s) of approval at the time of award. License numbers should be listed below as applicable. All licenses/letter(s) of approval shall be obtained and

verified prior to award. If this information is not submitted with the bid, it must be submitted within the timeframe requested by LSU Procurement. Failure to submit the required licenses/letter(s) of approval in the timeframe requested shall result in the rejection of the bid.

License Name/Letter of Approval	License Number or other proof*
Louisiana State Licensing Board for Contractors Specialty: Asbestos Removal and Abatement	
LDEQ Contractor Supervisor Accreditation Supplier must include at least one employee's accreditation	
LDEQ Solid Waste Transporter License with asbestos marked on the application	

*Other proof may consist of a copy of the valid license or DEQ Letter of Approval

Additionally, all asbestos abatement workers and asbestos abatement supervisors employed by the licensed Supplier that perform renovation and demolition activities that disturb asbestos containing materials (ACM) shall be trained and accredited in accordance with the Louisiana Department of Environmental Quality's (LDEQ) Regulations in the Louisiana Administrative Code, Title 33, Part III, Chapters 27 and §5151, and must meet all LSU and Louisiana requirements for Supplier as specified in the solicitation documents. Prior to service commencement, the Supplier shall also make a list of workers who are authorized to work on the campus and provide individual accreditation, medical clearance, and respirator fit testing information for each employee. Failure to submit this information may result in immediate contract cancellation and the award will be made to the next lowest supplier. Should additional employees be needed, the Supplier must supplement the list on file with LSU EHS immediately. The Supplier must also submit SDS for all chemicals brought on campus prior to any work taking place.

Asbestos abatement contractors are a specialized type of contractor. As such the contractor/supervisor who will serve as the foreman on each job must be employed by the supplier and may not be a subcontracted responsibility.

Each asbestos abatement project will normally be designed or specified by LSU EHS or by the asbestos designer of record for the project. The majority of the specification focuses on asbestos; however, any requirement for asbestos that LSU EHS wishes to require for mold will be allowed. In all cases, LSU EHS will have the final say in how projects are carried to completion. The Supplier shall be put on notice that most projects at LSU require full containment measures.

The Supplier shall not allow any employee to perform any work involving ACM on LSU's campus if they are not current with their accreditation to perform asbestos work. LSU EHS specifically requests the following documents be submitted at each renewal period, along with a signed statement from the Supplier verifying the documents' authenticity:

1. Current documentation/proof of Supplier's compliance with applicable requirements of the Louisiana State Licensing Board for Contractors to perform asbestos abatement, and mold remediation. *[going forward only asbestos work will be mentioned in the specification but it is*

understood by the parties that both items (asbestos and mold) are included in these requirements. DEQ, OSHA, and LSU requirements for both will apply as applicable]

2. LDEQ accreditation certificates for all asbestos abatement personnel working on LSU's campus
3. Signed, dated, and notarized statement from Supplier guaranteeing asbestos abatement workers and supervisors that perform asbestos abatement work on LSU's campus that require the donning of respirators have medical clearance from a physician and have been respirator fit tested in accordance with OSHA 29 CFR 1926.1101
4. Copy of SDS for all chemicals brought on campus.

The supervisor will be the competent person on a project site. For all projects, the Supplier must always have an asbestos accredited supervisor physically present on site. When a supervisor is not physically present onsite, all work including prep work must cease.

LSU EHS requires the Supplier provide an annual list of employees who are supervisors, and that they have been designated as a competent person. The Supplier shall provide a statement that includes the supervisor's responsibilities, daily tasks, and other relevant responsibilities. LSU requires the Supplier's supervisor maintain and always possess during an active asbestos project, a site/project specific manual that must include the Supplier's Standard Operating Procedure (SOP) for asbestos abatement projects, and all necessary documents needed to pass an LADEQ inspection or OSHA inspection. This includes, but is not limited to, a copy of SDS for mastic removers and surfactants, project design, AAC-2, workers' and supervisor(s)' safety training, LDEQ asbestos accreditation certificates, photo IDs, and the Supplier's medical/first aid emergency plans.

For all projects covered under this contract, prices submitted in the bid response shall be inclusive of all requirements in this solicitation, which will be detailed in the individual project's asbestos design. LSU's project asbestos designer requires industry standard abatement practices including compliance with ASTM method(s). The asbestos designer is free to require additional controls as necessary for the health and safety of faculty, students, and staff. The solicitation line items shall cover all-inclusive abatement removal services covered under this contract. The prices listed in your bid response must include all mobilization, travel time, administrative time, prep time, supplies for all aspects of the job, personal protective equipment, invoice time, disposal for jobs requiring AAC-2 submission, personal exposure monitoring samples results, OSHA compliance, and time to perform the work, etc.

For the purposes of the contract, the completion day for a project is the soonest of the following:

- Asbestos - Date of clearance received from lab
- Mold – Date of visual clearance by LSU EHS or designated representative.

For all projects, a desired ending date will be recorded in the asbestos design/specification. Failure to complete the project (unless determined to be out of supplier's control) by this date may result in a formal complaint documented in the contract file. Repeated, unresolved failures on the supplier's part may be a cause for contract cancellation.

FOR ASBESTOS ABATEMENT PROJECTS

For all projects, if specified by the asbestos design, the Supplier may be requested to submit a Notification of Demolition and Renovation and Asbestos Contaminated Debris Activity Form AAC-2 (AAC-2) to LDEQ. When this occurs, the Supplier shall copy LSU EHS on the communications to LDEQ. LSU EHS shall provide an email for this communication. Additionally, LSU maintains an annual Asbestos Disposal Verification Form (ADVF) for projects below 60 linear feet, 64 square feet, or 27 cubic feet. For all projects that use LSU's annual ADVF, a cardboard, cubic yard box shall be supplied by the Supplier. The Supplier will transport and store cubic yard boxes at LSU EHS's hazard waste collection center (HWCC) on campus. LSU EHS requires all boxes to be properly labeled and dated to the first date when waste is placed inside them. Quarterly, on a date mutually agreeable to the Supplier and LSU EHS the Supplier may be requested to collect the boxes and transport them via LSU's ADVF to the LSU chosen landfill. Supplier is responsible for all landfill requirements such as scheduling, accounts, profiles, etc. LSU FS will furnish a job specific asbestos design for each project. The asbestos design shall be incorporated by reference into the Supplier's agreement and attached as a rider. Additional conditions in the asbestos design/scope of work will be included as terms of the contract. For any area of deficiency, a formal complaint may be documented, putting the Supplier at risk of termination.

LSU **will** provide area air monitoring, laboratory analysis, and clearance samples for each project. LSU **will not** provide for the Supplier's OSHA required air monitoring but **will require** proof of such air monitoring be submitted prior to an invoice being approved. LSU will not accept negative exposure assessments for work done on its premises and **will not** pay laboratory fees for the Supplier's air monitoring.

LSU will not be responsible for project management of the projects. For asbestos projects, LSU's air monitoring supplier will be responsible for checking out keys when required. For mold projects, it will be the duty of the Supplier for each job to check-out keys for the building where work is to be done. All key check-outs must follow LSU Lock Shop's rules. The Lock Shop's office hours may change but are currently 7:30-11:30 and 12:30-4:00 Monday – Friday.

LSU will ensure regulatory and industry standard compliance for all projects. For all work, the Supplier shall follow all rules in accordance with LDEQ Regulations in the Louisiana Administrative Code, Title 33, Part III, Chapter 27 and §5151. The Supplier shall also expect to follow all applicable OSHA standards including but not limited to 29 CFR 191.1001, 1926.1101, 1910.134, 1926.501 (when needed). Other safety standards may be applicable at various times during the life of the contract, and safety will always be the responsibility of the Supplier. The Supplier is also solely responsible for communicating LDEQ required notices such as completion notices when applicable to LDEQ regional field offices. LSU EHS shall be copied on all such communication.

The Supplier is put on notice that projects may take place inside occupied buildings, tunnels, industrial type environments, laboratory environments, and other commercial spaces on campus. The Supplier may be required to follow specialized PPE or other work practice requirements as set form by LSU EHS or LSU FS. While steam pipes are normally not energized during abatement, there may be rare circumstances where abatement must take place on live steam lines.

FOR MOLD ABATEMENT PROJECTS

The Supplier shall be put on notice that all mold abatement projects on campus will require at a minimum full containment with a 3-stage decontamination unit. A foot bath or other sticky pad shall be

in the clean room of the decontamination unit to prevent spore spread during removal. The Supplier will also be responsible for supplying equipment to achieve negative air pressure and additional equipment for air scrubbing.

Mold debris may be disposed of as general construction debris but shall not be disposed of in LSU campus dumpsters or other LSU waste receptacles.

Supplier Response Time

LSU expects an immediate response with respect to emergencies. Emergencies are defined by LSU personnel and the Supplier shall not question the validity of an emergency. An immediate response is defined as no longer than four hours to have a supervisor and crew of at least four (4) employees on site once the Supplier is notified of an emergency. Emergency call outs will allow for a 4-hour call out fee.

Non-emergencies are normally scheduled with a 10-working day LDEQ notification. Most non-emergency projects will require a site visit to review the scope of work and discuss methodology. Normally, non-emergency work hours will be Monday through Friday from 8:00-4:30. Non-emergency projects will allow for a 24-hour or 10-working day call out fee as applicable. LSU does reserve the right to require a non-emergency project after hours or on the weekends.

For all projects where the Supplier is asked to request an ADVF, LSU must receive a copy of the AAC-2 notification within 24 hours of its submittal, and subsequently a copy of the issued ADVF. These copies can be submitted via e-mail to the LSU EHS department and LSUFS.

ABATEMENT EQUIPMENT & SUPPLIES

The Supplier shall furnish all labor [including overtime rates for employees], material, supervision, construction tools, transport vehicles, parking fees¹ and equipment necessary to perform the asbestos abatement. This will include but is not limited to, enough negative air machines plus an extra negative air machine in the job trailer all equipped with HEPA filtration, HEPA vacuums, mops, floor buffers, blades, poly sheeting, plywood, dimensional lumber, decontamination facilities, floor tile machines, floor scrapers, Shockwave™ or if absolutely necessary an equivalent as approved by LSU EHS, encapsulate of all colors, etc. **The total amount the Supplier will be paid per project will be calculated by multiplying the price for each applicable line item by the total quantity for the line items used in each project. No overtime rates will be billed to LSU on this project.**

The Supplier is responsible for all worker PPE and disposables required by Project Designer, LDEQ, or OSHA. This will include but is not limited to soap, towels required for decontamination, proper footwear, required respirators and HEPA filters, hard hats, eye protection, gloves, disposable suits, plastic sheeting, and bags, wetting agent/surfactant, and high visibility vests (if required). **The Supplier must also show proof of ownership, upon request, of at least 10 working, powered air purifying respirators, which may be required at any time on a project.** It is the Supplier's responsibility to provide all items, including those not listed in order to complete the asbestos abatement successfully

¹ *LSU parking fees can be significant, and supplier will need an all zones pass. Supplier should consult LSU parking prior to bid for an estimate. More information can be obtained at the following website: <https://www.lsu.edu/parking/>. All costs related to obtaining parking permits shall be the supplier's responsibility.

and in compliance with all applicable regulations. At all times, the Supplier is responsible for the health and safety of its employees. The plastic sheeting and bags shall be polyethylene with a thickness of at least 6 mil for all applications, and the wetting agent/surfactant shall be odorless, nontoxic, nonirritating, and non-carcinogenic. Additionally, LSU may require zero odor mastic release or its equivalent for all floor tile and/or mastic removal jobs.

WARNING SIGNS and LABELS

All warning signs and labels shall comply with all federal, state, and local codes and regulations. The Supplier shall post the appropriate signs at all approaches to the work area, and affix warning labels to bags containing asbestos material. It is the Supplier's responsibility to ensure his asbestos abatement workers and supervisors comprehend the warning signs. Means to ensure their comprehension may include the use of foreign languages, pictographs, and graphics. Warning labels shall be printed in letters of sufficient size and contrast so as to be readily visible and legible.

The signs shall contain the following text:

DANGER

ASBESTOS

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

AUTHORIZED PERSONNEL ONLY

WEAR RESPIRATORY PROTECTION AND PROTECTIVE CLOTHING IN THIS AREA

Warning Labels shall contain the following text:

Name of Waste Generator (LSU, Baton Rouge Campus)

Location at which the waste was generated (Building name)

DANGER

CONTAINS ASBESTOS FIBERS

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

DO NOT BREATHE DUST

AVOID CREATING DUST

STORAGE

Adequately wet and store asbestos containing waste in leak-tight, clear, transparent containers affixed with labels as specified by OSHA. Stored asbestos containing waste shall be secured away from the public where it will not be subject to disturbance or tampering until it can be transported to a recognized asbestos landfill.

The Supplier may utilize the LSU HWCC for temporary storage of a roll-off debris box for larger projects. If the HWCC is utilized by the Supplier, the Supplier agrees to hold LSU harmless for any damage that may occur to the debris box for any reason while on the HWCC property. Additionally, the Supplier agrees to comply with all LSU EHS requests, rules, and recommendations about proper debris box set up, signs, use, etc.

At no time may the Supplier's vehicles be parked at or inside the HWCC property. Violation will subject the vehicle to towing at the owner's expense.

For jobs using the LSU annual ADVF, the Supplier must transport the material to the HWCC building located behind Alex Box Stadium where the waste must be loaded into an LSU provided asbestos storage area or other storage device. It will be the responsibility of the Supplier to keep the HWCC area used by the Supplier in an orderly manner. Failure to do so may result in formal documentation for the contract file.

For jobs using a Supplier filed ADVF, a job trailer that can lock and is fully enclosed is appropriate. For larger jobs, a hard, close-top dumpster with appropriate labels, and poly may be used and placed in LSU designated areas. For use of a portable dumpster, LSU FS, EHS, and LSU Parking & Transportation Services will have to approve the site of the dumpster.

RECORD KEEPING, SUBMITTALS, AND INVOICES

For all projects that continue past 1 work shift, if air monitoring data comes back over EPA clean air standard for air outside containment or over OSHA PEL for air inside containment, all work should stop until corrective actions are discussed for the duration of the project by LSU Facility Services and LSU EHS.

Change orders and overtime will not be allowed under this contract. Rates provided in response to this bid must be **all inclusive** for the Supplier to complete the job.

All asbestos abatement projects will require a close-out documentation report that is due within 21 days of the project completion. This documentation report will include the following, and is required prior to invoices being paid:

- Copy of daily supervisor's log & daily employee roster
- Monometer print out, initialed by supervisor
- Worker sign in sheet with hours worked
- Personal exposure air monitoring reports for 25% of the workers (or a minimum of two, whichever is greater) in each shift - Exposure air monitoring samples must be analyzed by PCM for OSHA purposes
 - (Negative Exposure Assessments will not be accepted at LSU).
 - Supporting Laboratory Reports

The file name for the close-out documentation packet which must be received electronically by LSU designated communication list should be titled: "Abatement Close-Out – FAMIS Number- Building Number – Building Name – Room Number- Date (MM/DD/YYYY)"

Invoices will be sent by email to the following: Brian McCrary and other facility services designee. Invoices should contain the Facility Service location, building and room numbers, and the Facility Services FAMIS Work order. Invoices should be titled as follows: "INVOICE- FAMIS Number – Building Number - Building Name-Room Number – Date (MM/DD/YYYY)." Invoices will only be paid if the line items match the amounts on the bid schedule exactly with both line-item number and price. Invoices are typically paid within two weeks of receipt.

All records in relationship to this contract shall be kept for 30 years past the date of completion of the project. This date will be considered as the day clearance results are received. At the end of the term contract, at no additional cost, the Supplier shall give LSU electronic copies of all data on file while still maintaining their records for the required time period. Additionally, should the Supplier cease operations, they shall make provisions for the archiving and storage of records related to this contract for 30 years. At the termination of the contract and/or its renewals, the Supplier shall provide all records to LSU via electronic means on an appropriately sized USB portable storage device.

Additional Work Requirements

There are numerous LSU work standards for all suppliers working on our campus. These will be discussed with the primary and secondary suppliers, prior to doing any work. One such requirement is a weekly email each Monday by 9 am to EHS with location of projects, anticipated crew size, anticipated duration, and confirmation that project design has been received and is understood for every project prior to the project starting that week on campus. Another such requirement is the understanding of proper LDEQ notifications, of which EHS will need to be copied on for all project sizes.

Additional work requirements are listed below but are not to be considered all inclusive:

- Asbestos abatement design shall be on site at all times
- Encapsulate applied when applicable
- Windows shall be placed in all containments unless the asbestos designer states a window is not feasible
- Enclosures should be smoke tested using small amounts of smoke that will not set off smoke detectors in the work area.
- A working manometer with print-out capabilities. This printout should be done every 1 hours and included with close-out documents.
- Equipment brought in to perform abatement should not cause further wear or disturbance of other materials which may be asbestos containing
- A spare negative air machine should always be in a job trailer near the job
- Negative air machines are not to be turned off prior to clearance

- All SDS sheets are required for all chemicals used
- LSU's designated air monitoring supplier shall verify these items in their daily logs and are required prior to invoice approval.
- Invoice within 30 days of receiving clearance results or job completion whichever comes first.
- Close-out documentation being received in the appropriate 21-day window after job completion
- All work on LSU's campus shall strictly be considered confidential and not for disclosure without LSU's approval. This includes information to all news media, other media, social media, and communication to non-approved parties for verbal, written, and electronic communications. Any state required communication outside LDEQ submittals will be directed to the LSU Office of Communications & University Relations.

If the Supplier is found to be deficient in any of the listed requirements or other provisions of the contract, a formal complaint may be documented in the contract file. Repeated, unresolved failures on the supplier's part may be cause for contract cancellation.

LSU EHS represents LSU in all matters regarding asbestos, and therefore will have oversight and the final authority over how asbestos abatement projects are conducted. The requested project close out documentation is used to update LSU's asbestos management plan which serves as the central location of information regarding asbestos for any LSU student, faculty, staff, building occupants, or visitors. LSU EHS will provide the Supplier with LSU EHS contact information in order to communicate and receive information regarding each asbestos abatement project performed.

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



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.