


<b>INVITATION TO BID</b>		<b>BID DUE DATE AND TIME</b>	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>09/24/2024 11:00 AM CT</b>	
<b>SOLICITATION RFQ-0000002336</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		<b>RETURN BID TO</b> lsubids@lsu.edu  <b>Buyer</b> Alexandra Torres Huber <b>Buyer Phone</b> +1 (225) 578-9398 <b>Buyer Email</b> atorre6@lsu.edu <b>Issue Date</b> 08/30/2024	
<b>TITLE: RECYCLE PROCESSING SERVICES - TERM CONTRACT</b>			
<p style="text-align: center;"><b>To Be Completed By Supplier</b></p> <ol style="list-style-type: none"> <li>_____ "No Bid" (sign and return this page only).</li> <li>_____ My Company does not wish to receive future solicitations for this spend category.</li> <li>Specify your Delivery: To be made within _____ days after receipt of order.</li> <li>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.</li> </ol> <p style="text-align: center;"><b>General Instructions to Suppliers</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>Read the entire solicitation, including all terms, conditions and specifications.</li> <li>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.</li> <li>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.</li> <li>Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.</li> <li>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.</li> </ol>			
<b>SUPPLIER NAME</b>		<b>MAILING ADDRESS</b>	
<b>AUTHORIZED SIGNATURE</b>		<b>CITY, STATE ZIP</b>	
<b>PRINTED NAME</b>		<b>PHONE #</b>	
<b>TITLE</b>		<b>FAX #</b>	
<b>E-MAIL</b>		<b>FEDERAL TAX ID #</b>	

SOLICITATION RFQ-0000002336

DUE DATE 09/24/2024

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](mailto: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/tJwvcuygqTtHtZZWmWrGBCjXxstyfiETx33>

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- Award shall be made to the lowest responsible and responsive supplier for all items.

**4. Insurance Requirements**

Please note attached insurance requirements. Successful supplier 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.

SOLICITATION RFQ-000002336

DUE DATE 09/24/2024

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](mailto:suppliers@lsu.edu). The supplier enrollment form can be located at: [http://www.lsu.edu/administration/ofa/procurement/supplier\\_registration.php](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" email address no later than the due date and time specified herein. 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-000002336

DUE DATE 09/24/2024

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-000002336

DUE DATE 09/24/2024

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-000002336

DUE DATE 09/24/2024

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](http://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](#).

## **1. INTRODUCTION & GENERAL OVERVIEW**

Louisiana State University (LSU) is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. It's more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus. There are approximately 530 individual buildings located in and around the flagship campus, comprising of 13.1 million gross square feet of space.

The Facility and Property Oversight Department (LSU-FPO) of LSU oversees the collection, hauling, and processing of various recycling streams for University buildings, on and off campus for both internal and external customers.

As of 2023, LSU's population consisted of approximately 6,131 staff and faculty members and a total of 31,847 students who regularly occupy campus grounds. 9,617 students within the total student population live on campus grounds.

### **1.1 BACKGROUND INFORMATION**

In 2023, LSU produced a total of 1,400 tons of Recyclables. LSU has a Single Stream recycling collection program, which is consistent with the City of Baton Rouge's residential recycling program. On average, there are twenty-two (22) trucks of the University's Program Recyclables delivered to the current recycling processing facility per month, with an average quantity of six (6) tons of Program Recyclables delivered per day.

The predominant items currently accepted in the University's recycling program are identified in Exhibit A.

The University has previously required its Suppliers of existing contracts to haul and deliver collected Recyclables to a recycling processing location of its choosing.

### **1.2 PURPOSE**

Louisiana State University is seeking bids from qualified Suppliers and intends to enter into an Agreement with a successful Supplier to provide all facilities, equipment, labor and services required to receive, sort, process and market recyclables collected and delivered by Designated Haulers within Service Areas of the University. The University intends to achieve the following objectives as a result of this Agreement:

- Maximize the financial benefit to the University from the sale of Recovered Materials
- Maximize the amount of Recyclable Materials collected
- Minimize the cost and impact on collection operations associated with the delivery of Program Recyclables to the Supplier
- Maximize the reliability and quality of service
- Form a cooperative and sustainable partnership with the Supplier, who share the same values and objectives of maximizing the quantity and quality of Program Recyclables.

## **2. SCOPE OF WORK - OVERVIEW**

Supplier shall be responsible for receiving, processing and marketing all Program Recyclables delivered to the Supplier by Designated Haulers of the University. The Supplier is responsible for all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with laws and regulations, and other services necessary to meet its obligations to the University. Any and all associated costs with accepting and processing Recyclables, as well as the marketing and transportation of Recyclables derived therefrom, shall be the responsibility of the Supplier.

### **2.1 GENERAL REQUIREMENTS**

Supplier shall be required to provide the following:

#### **2.1.1 DESIGNATED DELIVERY FACILITY**

Supplier shall designate a facility where Program Recyclables will be accepted and delivered via Designated Haulers. The Designated Delivery Facility (DDF) may be a Material Recovery Facility (MRF) where materials are also sorted, processed, and prepared for marketing, or a Transfer Station, to serve as intermediary location where collected Program Recyclables are received and temporarily stored and consolidated with the University's Recyclables, before being transported to the Designated Processing Facility (DPF) or MRF. The Designated Delivery Facility must meet the following requirements:

- A. The facility must be fully operational and permitted, as a classified MRF or a Transfer Station by the Commencement Date.
- B. The location for receiving Program Recyclables from the University's Designated Haulers must be located within thirty (30) minutes routine travel time (one way during normal business hours) from any entrance or exit point (east or westbound) along the I-10 corridor that is closest to the University (155A – Highland Road/Nicholson Drive, 156 B –Dalrymple Drive, 157A – Perkins Road, 157B – Acadian Thruway, 158 – College Drive).
- C. The daily average vehicle turnaround time for Designated Haulers from arrival to exit shall not exceed thirty (30) minutes. Delays caused by equipment failure, not due to negligence of the Supplier, shall not be included in the turn-around time computation.
- D. The Supplier shall ensure all loads delivered from Designated Haulers in accordance with this Agreement are kept separate and not mixed with other materials delivered to the Designated Delivery Facility from other sources, until the University's load is ready to be sorted and processed at the MRF. Any violation of this provision shall be considered a breach of the Agreement.



### **2.1.1.1 SCHEDULED RECEIVING HOURS**

- A. The Designated Delivery Facility shall be open and available to receive Program Recyclables during the hours below. Hours may be modified, upon written notification by the University Representative.
  - 7 am – 4 pm Monday through Friday
  - 7 am – 12 pm Saturday
- B. The DDF will not be required to be open on the following LSU observed holidays: New Years Day, Martin Luther King Jr. Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- C. Following any University observed holiday, the DDF shall be open and available to receive Program Recyclables on the following normally scheduled day.
- D. Upon written notification by the University Representative, the DDF, should have temporary extended receiving hours, at no additional cost to the University. This may occur during high seasonal fluctuations, large-scale University events, such as Residential move in and move out periods, and following any home Football GameDay event, or any transition times between the University’s Designated Haulers. Temporary extended hours will be discussed and agreed upon between the University and the Supplier to ensure solutions are provided to meet University needs.
- E. It is highly desired that on seven Sundays out of the year (following home football game day Saturday), the DDF be open from 7 am – 12 pm to accept Recyclables from game day events. A season schedule will be provided 2 months prior.
- F. No reductions in scheduled receiving hours shall be made without prior written approval of the University Representative.

### **2.1.2 DESIGNATED PROCESSING FACILITY**

The Designated Processing Facility must be fully operational and permitted to accept, sort and process and prepare Recyclables for sale to end markets by the Commencement Date. In the event the Designated Processing Facility(s) will not be operational by the Commencement Date of the Agreement, the Supplier must have another location (at which such materials can be accepted, sorted and processed with ample evidence presented to show that the alternate facility can manage the recyclable materials anticipated, as a result of this Agreement. The name and location of the DPF or any alternate facility to be used should be included with the bid but must be included prior to award. Evidence shall include but is not limited to:

- Documentation or proof of the facility’s processing capacity, including volumes of materials it can handle
- A scheduled tour of the facility for University staff, upon request
- Information on how the facility handles contamination

### **2.1.3 PERMITS & LICENSES**

Supplier shall obtain, at its own expense, all permits and licenses required by applicable law, and maintain same in full force and effect. Any revocation of Supplier's licenses or permits shall be reported to the University within three (3) days. This includes, but is not limited to a Louisiana pollutant discharge elimination system (LPDES) stormwater permit, a National Pollutant Discharge Elimination System permit (NPDES), if applicable, a local zoning and land use permit, an occupational license to do business within the city or parish the business resides, a license to do business within the state of Louisiana, a waste transfer permit, and an air quality permit, if applicable.

### **2.1.4 COMPLIANCE WITH LAWS AND REGULATIONS**

The Supplier shall comply and provide documentation when necessary, to prove compliance with all applicable laws, regulations, permits and similar requirements, including all requirements concerning health and safety, noise, odors, effluent and emissions. This also includes but is not limited to compliance that the Designated Processing Facility meets the Solid Waste Regulation LAC 33:VII, specifically 303.A.3 and 305.A.2, and 305.A.11. Should Supplier receive a notice for violation of such requirement, Supplier shall be responsible for all remedy requirements and fees associated and report the violation to the University's Representative no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

### **2.1.5 FACILITY MANAGER AND SUPPLIER'S REPRESENTATIVE**

Thirty (30) days prior to the Commencement Date, the Supplier shall provide the University with the name, title, and contact information for the Facility Manager and Supplier's Representative. The Facility Manager shall be the primary point of contact for all technical and operational matters pertaining to the Agreement. The Facility Manager shall be responsible for overseeing and implementing the Supplier's performance under this Agreement. The Supplier's Representative shall be the primary point of contact for all administrative and financial matters pertaining to the Agreement. A single person may serve in both capacities as Facility Manager and Supplier's Representative. Should there be reasonable cause, the University reserves the right to disapprove and request removal of the Facility Manager or Supplier's Representative.

### **2.1.6 OPERATIONS AND MAINTENANCE PLAN**

Prior to the Commencement Date, Supplier shall provide an Operations and Maintenance Plan (O&M Plan) to the University of all Designated Facility(s) that has been approved by the University Representative. The Supplier shall submit a draft O&M Plan at least thirty (30) Days prior to the Commencement Date. The University Representative shall have fifteen (15) Days from receipt of the draft O&M Plan to respond to Supplier with approval or with comments as to items that need to be revised.

The O&M Plan shall include a description of all activities to be undertaken by the Supplier to operate the Designated Facility(s) pursuant to this Agreement. The O&M Plan shall include, at a minimum the following information:

- Facility Contacts: Name and contact information for responsible personnel and emergency contacts
- Designated Facility(s): A list of all Designated Facility(s) that intend to be utilized for the delivery, storage, processing and sortation of Recyclables
- Operational Procedures: Traffic control, receiving and load inspection procedures, load rejection procedures, and Reject disposal procedures
- Organization and Staffing Plan: Organizational chart, job descriptions for each position, staffing requirements for all positions
- Reporting Procedures: Sample reports and forms

Supplier shall maintain an up-to-date version of the O&M Plan approved by the University throughout the term of this Agreement. The University Representative shall have seven (7) Days to review and respond to the Supplier regarding approval or comments on revisions made to the O&M Plan. This O&M Plan shall be readily available at the Designated Facility(s) for review by the University.

### **2.1.7 CONTINGENCY PLAN**

Fifteen (15) Days prior to the Commencement Date, the Supplier shall submit to the University Representative, a Contingency Plan that describes in detail how the Supplier plans to respond in the event the Designated Facility(s) are suddenly or unexpectedly not able to perform the obligations of the Agreement, including but not limited to planned and unplanned shutdowns due to natural or man-made disasters, extreme weather events, or equipment and software system updates. Contingency Plans are subject to review and approval by the University Representative. The Contingency Plan shall be designed and described to ensure at a minimum the following:

- The delivery of Program Recyclables are not interrupted
- Proposed alternative facility locations and a detailed description how each alternative facility will conform to the requirements of this Agreement
- Contingency methods to weigh all trucks, should the primary scales or computerized record keeping systems be out of service. The Supplier may request to the University Representative to use established tares and averages for a limited time basis
- Immediate notification procedures to the University Representative, should a facility shutdown be imminent, of the below:
  - The reason for the shutdown
  - Specific services the Supplier is unable to provide
  - Contingency procedures that have been and will be implemented
  - Alternative facility locations that are subject to being used
  - The anticipated timeline to resume regular operations
- A Hazardous Substance Contingency Plan, detailing actions taken by the Supplier upon discovery of hazardous substances at the Designated Facility(s). This plan shall include a copy of a signed contract(s) with a permitted hazardous waste transporter(s) to handle any hazardous waste discovered, and must comply with all state and federal regulations. Non-Conformance with such regulations shall cause rejection of the plan.

## **2.2 SERVICE REQUIREMENTS**

Supplier services for all applicable Designated Facility(s) under the Agreement term, shall include but not be limited to:

### **2.2.1 DESIGNATED FACILITY REQUIREMENTS**

- A. Supplier shall receive and process all Recyclables in enclosed building(s) that have control measures in place, so that the release of materials or litter from the building(s) and site is prevented.
- B. The Supplier shall keep a neat and tidy facility with minimal litter (including any spillage) that blows or falls from the facility(s) onto facility site(s) or adjoining surrounding property.
- C. The Supplier shall protect Recyclables from degradation due to weather exposure, vandalism, or other factors.
- D. The facility(s) shall be maintained and operated to prevent nuisances, including but not limited to noise and the escape of dust and odors. The Supplier shall routinely clean the tip floor, as well as the processing and storage areas.
- E. The storage of all unprocessed and processed Recyclables shall be contained. Any outdoor storage of Recyclables shall be enclosed and covered.
- F. Weigh Scales to be used at Designated Facility(s) shall be inspected and approved for use and in accordance with procedures established by the applicable State and local authorities prior to placing them into service. Supplier shall have the scales calibrated and inspected on a yearly basis, at minimum, or more frequently as requested by the University Representative or as required by law.
- G. All Program Recyclables shall be tipped inside receiving bays. No Recyclables shall be tipped outside the receiving bays.
- H. The Designated Facility(s) shall be equipped with adequately sized legal-for-trade truck scales and computerized record keeping systems for weighing and recording all incoming and outgoing delivery vehicles carrying Recyclable Materials. The Supplier may use tare weights, but all tare weights must be recalibrated at least every 60 calendar days.

### **2.2.2. FACILITY ACCEPTANCE OF RECYCLABLE MATERIALS**

- A. A list of the University's most commonly accepted recyclable materials is provided in Exhibit A. Exhibit B represents a list of materials that are either currently accepted in the University's recycling program, or materials that the University desires to be included as acceptable recyclable commodities under the terms of the Agreement. The Supplier shall accept, at a minimum, the materials identified in Exhibit A as Program Recyclables. Materials included in Exhibit B must be discussed and negotiated between both Parties prior to the Effective Date, and a comprehensive list of accepted and non-accepted materials will be agreed upon and included within the scope of terms of the Agreement, at the same standard recycling processing rate included in the bid

response. The University reserves the right to add or remove items from this list, upon mutual agreement with the Supplier.

- B. Suppliers should include within their Bid Response, but must include prior to award, a list of materials considered as acceptable recyclables within the Designated Processing Facility, materials that are not preferred, and materials that are prohibited within the Material Recovery Facility (MRF). This document should also include a list of any additional materials that may be accepted from time to time for separation and processing, as markets and conditions change. Each material type within the applicable list will include descriptions, definitions and examples of each material type described. This requirement ensures all parties have a clear and mutual understanding of what materials are acceptable for recycling under the Agreement, reducing the risk of contamination. This document from the awarded Supplier will serve as the official list to be used throughout the Agreement term and included within the Agreement.
- C. No changes to the list of Program Recyclables included in the Agreement will be made prior to a joint evaluation by both Parties and a mutual agreement established. As such, both Parties agree in good faith to amend the Agreement accordingly.
- D. The acceptance of Recyclables from separate agreements or non-designated haulers that are not included in the scope of this Agreement, shall not impede the Supplier's ability to accept and process Program Recyclables delivered on behalf of the University.
- E. All Designated Facility(s) must be capable of accepting Recyclables from all types of delivery vehicles including, but not limited to, front load packer trucks, roll-off trucks, tractor trailer transfer vehicles, automated side loaders, and other rear-discharging tilt-bed collection vehicles.

### **2.2.3 INBOUND MATERIAL DELIVERY STANDARDS**

Program Recyclables are currently collected in clear plastic bags at University buildings and grounds and placed in designated recycling Containers for collection by Designated Haulers. This is to avoid loose and lightweight material from becoming airborne and turning into litter during the hauling and collection process.

All Suppliers shall provide a specification document prior to award, detailing the current delivery standards at the Designated Processing Facility for inbound material to be sorted, processed and recovered. This document must provide clear and concise guidelines on how inbound materials should be received at the Designated Processing Facility, including any and all adjustments to the standards, based on distinct circumstances. This document from the awarded Supplier will serve as the official standard to be used throughout the Agreement term and included within the Agreement. This requirement ensures all parties have a clear and mutual understanding of the processing standards that are acceptable for Program Recyclables to be recycled under the Agreement.

Any changes to the format in which single-stream recycling is collected on campus and delivered and processed at the Designated Facility(s) during the term of the Agreement, will be jointly evaluated by both Parties and a mutual agreement will be reached prior to any

system or recycling program changes taking place. As such, both Parties agree in good faith to amend the Agreement accordingly.

#### **2.2.4 MATERIAL QUALITY/CONTAMINATION**

Program Recyclables delivered by or on behalf of the University may be visually inspected, and/or audited by the Supplier to determine the material quality of the load. Materials delivered that exceed a thirty percent (30%) level by volume of non-recyclable items, may be subject to a Contamination fee by the Supplier. This fee is intended to cover the additional costs associated with processing a load and may be charged in addition to the regular recycling processing fee. If such Contamination thresholds are reached, the Supplier must immediately notify the University Representative, provide photos or videos of the load, a description of the contaminated materials, the date and time of delivery of the load, and any relevant information identifying the load (truck number, weight, etc.). The Contamination fee shall reflect only the additional associated processing and handling costs, per ton, when recycling loads are above thirty percent (30%) contamination, but below forty percent (40%) contamination by volume. The recycling processing fee can also be charged with any associated contaminated load, but should not be within the Contamination fee price. If such thresholds are reached and a recycling contamination fee is applied, Supplier shall sort and process the load.

#### **2.2.5 LOAD AND REJECTION PROCEDURES**

Supplier shall have the right to reject loads of Recyclables that are reasonably suspected to contain at or above a forty percent (40%) threshold of the load by volume of Contamination, subject to the approval of the University and the Agreement terms. If Supplier intends to reject a load of Recyclables, Supplier shall comply with the following procedures:

- A. The Facility Manager shall immediately isolate the load and notify the University Representative with the following information:
  - The time of the occurrence
  - The truck number who delivered the load
  - The weight of the load
  - Documentation of the occurrence by digital photograph or videotape
  - Provide time for the University to inspect the load where such inspection shall not unduly impede or interfere with the operation of the Designated Facility.
- B. The Facility Manager and the University Representative must mutually agree that the amount of Contamination in a given load exceeds the agreed upon rejection threshold of the load by volume.
- C. If the Facility Manager and the University Representative choose to reject the load, the Supplier shall combine the load with all other Rejects. The University shall reimburse the Supplier, at the Rejection load fee under the terms of the Agreement, which shall constitute all reasonable expenses for transfer and disposal costs of said load. In the event a rejected load fee is applied, recycling processing fee or the recycling contamination fee cannot be applied for the same load.

- D. If the University Representative does not concur that the load is at or exceeds the Rejected load limit in Contamination by volume, then the Supplier must demonstrate to the University, in a manner acceptable to the University and the Supplier, and in the presence of the University Representative, that rejected load threshold has been reached. If the load does not contain more than rejected load limit in Contamination by volume, Supplier shall process the load and not charge the University for the total weight of the load. If the load does contain more than the Rejected load limit in Contamination by volume, then the Supplier may reject the load and combine the load with Rejects. The University shall reimburse the Supplier at the load rejection fee set forth under the Agreement terms for all reasonable expenses for transfer and disposal of said load.

In the event the procedures outlined above are not followed, Supplier shall not charge the University for the total weight of the load.

### **2.2.6 RECORD KEEPING**

- A. Supplier shall weigh each load of Recyclables upon delivery and provide a weigh slip to the Designated Hauler prior to their departure from the Designated Facility. The following information, at minimum, shall be included:
- Date of Receipt
  - Identification number of Designated Hauler's vehicle
  - Identification number of the University's collection route (if applicable)
  - The full weight, tare weight and net weight of the load
  - Time of weigh-in and time of weigh-out, or departure time of the site
- B. The Supplier shall maintain daily records detailing the information provided on each weigh slip for loads of the University's Program Recyclables delivered to any and all Designated Facility(s). Daily records shall be immediately available to the University, upon request.
- C. Inbound loads delivered by the University's Designated Haulers shall be weighed, recorded and tabulated separately from participating municipalities within East Baton Rouge Parish, commercial customers and out of Parish users of the Designated Facility.
- D. The Supplier must maintain complete and accurate records of material inflow and outflow and are subject to review by the University, upon request.
- E. Supplier shall document and provide evidence, upon request by the University, that Program Recyclables have been used or were marketed for use of legitimate recycling purposes (e.g. reuse, repurpose or use in manufacturing of a new product).

### **2.2.7 REPORTING**

- A. The Supplier shall submit monthly reports electronically to the University, via an excel file and in a format that has been approved by the University, no later than the ten (10) day following the end of each calendar month. The report shall contain the following information pertaining to inbound loads delivered to the Designated Facility(s) on behalf of the University:
- Each delivery of LSU's inbound recycling material stream, by vehicle number, time and date, delivered to any and all Designated Facility(s).

- Documentation of the daily and total monthly tons of Program Recyclables delivered to the Designated Delivery Facility (DDF).
- Documentation of the daily and total monthly tons of Program Recyclables delivered to the Designated Processing Facility (if different from DDF)
- Documentation of daily and total monthly tons of Rejects derived from Program Recyclables
- Documentation of daily and total monthly tons of rejected loads including date and weights for each load, if applicable
- Documentation of contamination loads by weight, contamination level and date collected, if applicable

The monthly report shall also contain other reasonably requested information requested by the University.

The Supplier must retain all records related to the Agreement until the expiration of three (3) years after final payment under the Contract.

#### **2.2.8 TIMING OF INVOICES**

No later than ten (10) days following the end of each month, the Supplier shall submit a monthly invoice including the calculation charges for processing Program Recyclables, any Contamination charges or rejected load charges incurred.

#### **2.2.9 PROCESSING AND MARKETING OF RECYCLABLES**

- A. Unsorted Program Recyclables shall be processed within 72 hours from receipt and within 96 hours following delivery on a Saturday or after a holiday. The University may choose, but is not obligated to, waive the requirement due to extenuating circumstances that may include a shutdown.
- B. The Supplier shall process all Program Recyclables accepted at the Designated Processing Facility and bear all costs associated with the storage and transportation of Program Recyclables between Designated Facility(s) and to recovered materials markets.
- C. The design of the Designated Processing Facility shall incorporate material processing systems capable of receiving and processing Recyclables to achieve the maximum product recovery rates.
- D. The Supplier shall market all Program Recyclables delivered on behalf of the University during the Agreement term, regardless of fluctuations in prices paid for the commodities.
- E. Supplier must have active quality control measures to ensure that sorted recyclables meet market specifications and buyer requirements. Procedures must be in place for quality checks and inspections be conducted regularly throughout the sortation process. Corrective actions must be taken in the event of non-compliance or compromised quality.
- F. The Supplier shall document and provide evidence, upon request by the University, that Program Recyclables have been used, or marketed for use of legitimate recycling purposes (reuse, repurpose, use in manufacture of a new product).



### **2.2.10 DISPOSAL**

- A. The Supplier shall weigh, store and deliver Rejects and Residue from inbound University loads to a Designated Landfill.
- B. With the exception of the University's Rejected Load process discussed in Section 2.2.5, the Supplier is responsible for all costs associated with transporting and disposing of non-recyclable materials, including Rejects and Residue generated at the Designated Facility(s).
- C. Unless the Supplier has prior written permission from the University, the Supplier shall not dispose, landfill, burn, or convert for burning, any Recyclables collected under the terms of this Agreement.
- D. The Supplier shall not knowingly, or without reasonable assumption, sell recyclable material or recovered materials to another agent that landfills, burns or disposes of material, other than through recycling.

## **3. PRICING**

### **3.1 PROCESSING FEE**

The Supplier shall charge a Recycling Processing Fee to the University for all the University's Recyclables delivered to a Designated Processing Facility. The fee shall be calculated based on the weight (in tons) of the University's Recyclables processed. This shall include costs associated with all processing costs, including but not limited to sorting, baling, and transportation between and within the Designated Facility(s) as well as to market locations.

### **3.2 CONTAMINATION FEE**

In the event that the University's Recyclables contain Contamination levels exceeding 30% by volume, a contamination fee, based on the weight of the load can be applied.

### **3.3. REJECTED LOAD FEE**

In the event the Rejected Load procedure guidelines are followed under the terms of the Agreement, a Rejected Load fee can be applied by the Supplier and expensed to the University, if a load is contaminated at or above forty percent (40%) in volume. This shall be based on the transportation and disposal costs as it relates to the weight of the Rejected Load. If a Rejected Load fee is applied, a Recycling Processing Fee and/or a Contamination Fee cannot be applied for the same load.

### **3.4 INVOICE OR PAYMENT DISPUTES**

If any Party shall dispute an amount owing to the other Party, such Party shall: (i) give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute; and (ii) pay all undisputed amounts.

## **4. PILOT PROGRAMS**

The University may request the Supplier to participate in pilot programs that temporarily alter one or more provisions of the Agreement. The University and the Supplier will negotiate in good faith and execute a letter of agreement defining the schedule, responsibilities, obligations and potential compensation for Supplier's role and participation in a pilot program.

## **5. UNIVERSITY RIGHT TO VISIT FACILITY**

The University shall have the right to have its representative present at any and all facilities to observe and monitor the Supplier's compliance with the Agreement.

## **6. CONTRACT TERM**

### **6.1 EFFECTIVE AND COMMENCEMENT DATES**

The obligations of the Parties shall take effect on the date upon which Agreement(s) is fully executed and signed by both Parties, whichever date is later. The Commencement Date that services will begin shall be January 1, 2025.

### **6.2 INITIAL TERM**

The initial Agreement term shall be for a period of Three (3) years and Six (6) months, beginning on the Commencement Date and terminating at 11:59 p.m. CT on June 30, 2028.

### **6.3 RENEWAL OPTION**

Contingent upon the University's satisfaction with the services performed and mutual agreement by all Parties, there will be an option to renew one (1) additional term for a two (2) year period, under the same terms and conditions as the initial term, including mutually agreed upon amendments. If renewed, the additional term will begin on July 1, 2028 and terminate at 11:59 p.m. CT on June 30, 2030.

## **7. SUPPLIER SUBMITTALS**

### **7.1 QUALIFICATIONS OF SUPPLIERS**

**All Qualified Suppliers should provide the following information/documentation with their bid submittal that demonstrates the following criteria below (A-C). If not submitted with bid response, this information must be submitted prior to award:**

#### **A. REQUIRED LICENSES AND CERTIFICATIONS**

A Louisiana Pollutant Discharge Elimination System (LPDES) permit administered by the Louisiana Department of Environmental Quality (LDEQ) must be submitted prior to award, if a facility discharges any pollutants into waters of the state. If a facility is exempt from such a permit, a current exemption status, issued by LDEQ is required to be submitted prior to award.

#### **B. PREVIOUS RELEVANT EXPERIENCE**

A minimum of three (3) years of active and continuous experience sorting, processing and marketing recyclables that include:

- i. Three (3) examples over the past five (5) years that are in progress or completed, with one being comparable in size, scope and similar environment to the Scope of Work within this ITB.
- ii. A detailed description of the work performed and how it relates to the Scope of Work outlined within this ITB. LSU may not be listed as one of your examples for the bid submission.

#### **C. DESIGNATED FACILITIES**

Identification and other information pertaining to the Designated Facilities:

- i. Name, and physical address of the delivery facility

- ii. Name and physical address of the processing facility, or alternate facility
- iii. Evidence of the processing facility's capacity, including volumes of materials it can handle
- iv. Information on how the processing facility handles contamination.
- v. A material list that provides materials accepted, materials not preferred, and materials prohibited within the recycling processing facility. This document should include a list of any materials that may be accepted from time to time as recyclable for separation and processing, as markets and conditions change. Each material type within the applicable list will include descriptions, definitions, and examples.
- vi. The delivery standards for inbound materials to be sorted, processed and recovered (loose or bagged), including guidelines for receipt of materials and any adjustments to the standards, based on distinct circumstances (e.g. events, outdoor collections, etc.)

## **DEFINITIONS/TERMS:**

**Agreement:** The contractual document that the University executes with the Supplier to provide all facilities, equipment, labor, and services required to receive, process, and market Program Recyclables collected on behalf of the University.

**Bid Response:** The entirety of a Supplier's responses to this ITB.

**Commencement Date:** The date the services, pursuant to this Agreement, shall commence.

**Container:** A cart, can, dumpster, compactor, roll-off, or any other container approved by the University intended for the collection of Program Recyclables, as identified in Exhibit A and Exhibit B.

**Contaminants or Contamination:** Materials collected along with Recyclables that are not designated by the term of this Agreement as Program Recyclables. Contaminants are included in the weight of inbound tonnage.

**Designated Facility(s):** The facility(s) authorized and identified in the Agreement terms.

**Designated Delivery Facility:** The facility defined by the Supplier to receive and store the University's Program Recyclables to later be delivered to a location to be sorted and processed to be sold. The designated delivery facility can also serve as the Designated Processing Facility.

**Designated Hauler(s) –** Service provider(s) who have been formally contracted to collect, transport, and deliver Program Recyclables from the University's Service Areas to the Designated Material Delivery Facility.

**Designated Processing Facility:** The facility defined by the Supplier as the designated location where the University's Program Recyclables will be sorted, processed, stored, and marketed to be sold. This facility can be considered a MRF.

**Designated Landfill:** The facility(s) designated by the University for the delivery of outbound Contaminants and Residuals received from the University in accordance with this Agreement.

**Effective Date:** The date upon which this Agreement is fully executed by both the University and the Contractor. The later signature date shall be the Effective Date.

**Facility Manager:** The individual designated in writing by Contractor to represent it in all matters relating to the operation, maintenance, and management of the Designated Facility.

**Marketing:** The act or process of selling Recyclables for purchase in accordance with the Agreement.

**Material Recovery Facility (MRF):** A facility that has the ability to receive, sort, process, store and market the University's Program Recyclables

**May/Should:** Indicates something that is not mandatory, but permissible, recommended or desirable.

**Must/Shall/Will:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your bid.

**Negotiable Program Recyclables:** Materials defined in Exhibit B that may be included within the list of Program Recyclables as part of the terms of the Agreement and will be negotiated with the awarded Contractor prior to the Effective Date.

**Non-Program Recyclables:** Materials described, but not limited to those included in Exhibit C that are capable of being recycled, not included in the list of Program Recyclables and that would otherwise be processed or disposed of as Solid Waste.

**Party(s):** The University and/or the Contractor.

**Processing Fee:** The per-ton fee paid to the Contractor by the University for each Ton of Recyclables delivered and processed at the Designated Facility.

**Program Recyclables:** Materials that shall be included in the University's recycling program throughout the terms of the Agreement. At minimum, Program Recyclables will consist of those defined in Exhibit A and include incidental amounts of Rejects and non-designated materials as can normally be expected as part of a University's recycling collection. The definition of Program Recyclables may be modified during the term of this Agreement by mutual agreement between the Parties.

**Recovered Materials:** Materials recovered from Recyclables by the Supplier that are ready for sale or distribution for beneficial use.

**Recyclable Materials or Recyclables:** Materials that are capable of being recycled, not included in the list of Program Recyclables, and that would otherwise be processed or disposed of as Solid Waste.

**Rejects:** Materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals.

**Residue or Residuals:** Outbound material that has not been converted into Recovered Materials and which are destined for landfill disposal. Program Recyclables and Recovered Materials cannot be classified as Residue due to market conditions.

**Service Area –** All designated locations within the geographical boundaries of the University's main campus, as well as outlying areas that are a part of the University system where the Designated Hauler is responsible for performing contracted duties.

**Single Stream:** The recycling process that allows for all Recyclables to be collected comingled in the same collection Container.

**Solid Waste:** Garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. For the purposes of these terms, Solid waste shall not include Program Recyclables.

**Shutdown:** Any time in which the Contractor is unable to receive or process Program Recyclables according to the provisions of the Contract.

**Supplier:** An individual, company or organization that submits an offer, adhering to the specified guidelines, deadlines and criteria set forth in the Invitation to Bid for consideration of the contract award. It also means the individual, company, or entity with whom the University has executed the Agreement.

**Supplier's Representative:** The individual designated by the Supplier to act as the representative on behalf of the Supplier in matters relating to the interpretation, implementation, and enforcement of the Agreement.

**Transfer Station:** Facility that receives and consolidates Program Recyclables from commercial collection trucks and self-hauler vehicles and loads the materials onto tractor trailers, railcars or barges for long-haul transport to a Designated Processing Facility or MRF.

**Ton:** A short ton of 2,000 lbs., unless otherwise specified.

**University/LSU:** Louisiana State University is the entity responsible for generating waste that agrees to enter into an Agreement with a Supplier under the scope and terms.

**University Representative:** The person designated by the University to represent it in all matters relating to the management and implementation of this Agreement.

## Exhibit A – Program Recyclables

### Paper

1. **Cardboard** (Plain OCC): Unwaxed, Uncoated corrugated cardboard containers, pizza boxes free of food residue with limited amounts of grease and cheese residue.
2. **Mixed Paper:** Newspaper, glossy paper, office paper, mail, magazines, colored paper, non-decorative greeting cards, shredded paper (bagged in a clear plastic liner), paper bags, boxboard (incl. frozen food boxes), paperback books, hardback books, paper egg crates, paper tubes and phone books.

### Metal

3. **Aluminum Cans:** Aluminum cans containing soda, carbonated juice, seltzer, tea, sparkling water, beer, hard cider, energy drinks, and all other aluminum cans (such as cat food containers).
4. **Steel Cans:** Tinned steel food and other non-aerosol household product containers, including bi-metal cans mostly of steel. Does not include paint cans.
5. **Aluminum Foil and Trays:** Aluminum foil, trays and pie plates that are free of food residue.

### Plastic

6. **PET (#1) Bottles & Jars:** Polyethylene terephthalate bottles of any color (clear, light tinted translucent green or blue, opaque or colored, or black pigmented). Examples include bottled water and other bottled beverages. Also includes jars or canisters, such as for peanut butter that are blow molded or injection blow molded (up to 2 gallons in volume). Caps/lids left on, if attached.
7. **Clear/Natural HDPE (#2) Bottles & Jars:** Translucent (“natural”) high-density polyethylene bottles (up to 2 gal.). A bottle has a neck (usually threaded) or a mouth narrower than the base. Examples include translucent gallon milk and juice jugs, beverage bottles, laundry detergent bottles, some shampoo and personal care product bottles. Also includes jars or canisters that are blow molded or injection blow molded. Caps/lids left on if attached.
8. **Colored HDPE (#2) Bottles & Jars:** Opaque or colored (non-black) high-density polyethylene bottles (up to 2 gal.). A bottle has a neck (usually threaded) or a mouth narrower than the base. Examples include translucent gallon milk and juice jugs, beverage bottles, laundry detergent bottles, some shampoo and personal care product bottles. Also includes jars or canisters that are blow molded or injection blow molded. Caps/lids left on if attached.

## Exhibit B – Negotiable Program Recyclables

### Paper

1. **Aseptic and Gable Top Cartons:** Polycoated fiber and foil containers (e.g. Tetra Pak) designed for shelf stable packaging and polycoated containers with a gable shaped top. Aseptics most often containing juice drinks, coconut waters and dairy substitutes including soy, almond, rice milk, etc. May also include soups, broths, sauces and liquid refills. Gabletops most often containing refrigerated juice drinks, dairy products and dairy substitutes. Excludes folding cartons like Chinese takeout or other polycoated cartons.

### Metal

2. **Empty Aerosol Cans:** Empty, mixed material /metal aerosol cans with lids removed. Aerosols that still contain product are not included.

### Plastic

3. **PET (#1) Non-Bottle Containers & Other Rigid Packaging:** Non-bottle PET plastic containers 2' (up to 2 gal.) & small rigid packaging of any color (clear, light, tinted translucent green or blue, opaque or colored, or black pigmented) stamped with a resin number 1 inside a chasing arrows logo. Examples include tubs, trays, clamshells, single-use drink cups, and lids >2". Also includes other PET thermoform packaging including blister pack without paperboard backing.
4. **HDPE (#2) Non-Bottle Containers & Other Rigid Packaging:** Includes all HDPE non-bottle containers and small rigids (up to 2 gal.) of any color. Examples include some dairy tubs, cups, storage containers, and flower pots. Also includes loose lids >2" stamped with a resin number 2 inside the chasing arrows logo.
5. **PP (#5) Containers (Bottles & Non-Bottles):** Polypropylene screw top bottles such as tea and juice beverages, syrup bottles, shampoo/personal care products, prescription bottles and storage bottles or jars of any color. Also includes non-bottle containers and loose lids >2" (up to 2 gal) of any color stamped with a resin number 5 inside a chasing arrows logo. Examples include tubs (yogurt, margarine, ice cream, tofu tubs), clamshells, deli and takeout containers, dishwasher safe storage containers, cold drink cups, microwavable trays, flower pots.
6. **Bulky Rigid Plastics:** Large rigid plastic products (including bottles and containers >2 gal.). Many of these products are intended for long term use or to be reused multiple times. Examples include buckets, drums baskets, crates, pallets, lawn furniture, and large mostly plastic toys. Items are typically HDPE (#2) or PP (#5), but other resins are present. Buckets/pails with metal handles or other small metal components are acceptable, but items with a large amount of metal are not.



## Exhibit C – Non-Program Recyclables

1. **Paper Contaminants:** Includes polycoat paper products (including beverage cups) and packaging, waxed/coated corrugated containers, paper towels, paper plates, waxed paper, tissues, and other non-recyclable paper products with or without a plastic coating. The items may be heavily food soiled. Also includes items that are predominately paper with other materials attached (e.g. spirals on notebooks, metal binding clips and plastic binders on office paper) and other hard to recycle paper items such as carbon copy paper, laminated paper and photographs.
2. **Metal Contaminants:** All nonferrous metal products such as wire hangers, umbrellas, floor / table lamps, and bulky scrap metal such as window frames, and cookware, other ferrous scrap including stainless steel, empty and punctured tanks for liquid and gaseous fuels, oil filters, car parts, construction-related metal such and rebar, and all other items containing a mixture of metals and other metal materials whose weight is derived significantly from the metal portion of its construction.
3. **Glass Contaminants:** Includes any color pop, liquor, wine, juice, beer, and food bottles, jars and containers. Also includes window glass, light bulbs, fluorescent tubes, mirrors and glassware. Also includes finished ceramic or porcelain products such as dishware, toilets, etc.
4. **Small Rigid Plastic Contaminants:** All bottles, tubs, jars, cups and other small plastic containers (up to 2 gal.) and plastic items not included in Exhibit 1 or Exhibit 2. May be labeled as PVC (#3), Low-Density Polyethylene (LDPE or #4), Polystyrene (PS #6) or Other (#7), including PLA, and all containers labeled “compostable”. Other examples include loose caps/lids (<2” diameter), drinking straws, plastic utensils, and items made of predominantly plastic, with other materials attached such as disposable razors, pens, lighters, toothbrushes, and 3-ring binders. Includes small rigid plastics that cannot be identified by resin.
5. **Rigid Plastic Contaminants:** Includes plastic tubes, EPS foam foodservice, EPS foam blocks and shapes, and all other rigid plastics not categorized elsewhere.
6. **Plastic Bags & Film:** Plastic grocery and retail bags, bread and produce bags, newspaper bags, napkin, towel, tissue, diaper overwrap, bottled water case overwrap, dry cleaner film bags, case and stretch wrap, plastic air pillows, food storage (“Ziploc”) bags, and all other film packaging, including multi-layer and opaque food packaging such as chip bags, candy bar wrappers, prewashed salad bags, frozen food bags, and all other film items. Does not include plastic bags used to deliver Recyclables to the Designated Material Recovery Facility.
7. **Yard Waste:** Includes grass clippings, leaves, plants, prunings, dirt, mulch, and homegrown food.
8. **Food:** Food waste and scrap, including bone, rinds, etc.

9. **Textiles & Shoes:** Clothing, rags, and accessories made of natural and synthetic textiles such as cotton, wool, silk, woven nylon, rayon, polyester, leather, and other materials. Examples include pants, shirts, fabric purses, bed sheets, towels, and shoes.
10. **Disposable Diapers:** Disposable baby diapers and adult protective undergarments.
11. **Tanglers:** Unaccepted items that are long and thin. Examples include electrical cords, garden hoses, caution tape (and similar tape), streamers, and chains.
12. **Electronics & Small Appliances:** Computer monitors, flat screen televisions and television sets containing a cathode ray tube (CRT). Other electronics and small electric appliances, including cell phones, answering machines, electronic toys, stereos, radios, tape decks and other audio/visual equipment, VCR's DVD playes, computer processors, mice, keyboards, disk drives, monitors, printers, scanners, gaming systems, tablet computers, e-readers, laptops. Also includes small electric devices such as toasters, blenders, microwave ovens, power tools, curling irons, and light fixtures.
13. **Construction & Demolition Debris:** Dimensional lumber, pallets/crates, treated/contaminated wood, gypsum, insulation, rock/concrete/bricks, asphalt shingles, roofing, and any other construction debris and mixed building material scrap.
14. **Household Hazardous Waste & Household Chemicals:** Paints, solvents, glues and adhesives, calking compounds and grouts, hazardous cleaners and household chemicals, pesticides/herbicides, batteries, oil/gas/fuel tanks, and any substances or products containing potentially hazardous chemicals. Also includes non-hazardous soaps, cleaners, medicines, cosmetics, fire extinguishers and other household chemicals, including full aerosol containers.
15. **All Other:** Any other item not included in any other category. Examples include animal feces, corks, candles, basketball, ink toners/cartridges.

**Recycle Processing Services Price Sheet**

**Processing of Single Stream Recyclables** - Provide per ton pricing for each category, as specified below. The processing fee for single stream recyclables shall include the sorting, baling, hauling and transportation of materials to market and reflect all associated costs for the handling of the University's recyclables, once delivered to the Designated Facility. Suppliers shall also provide recycling contamination pricing for processing the University recyclables, when loads delivered exceed thirty-percent, but are below a forty percent recycling contamination rate by volume . The pricing will be based on a per ton unit price. For loads that are at or greater than a forty percent contamination rate by volume. Suppliers shall provide pricing per ton, which includes the cost of assesing, handling, hauling and transportation, and disposing of the material.

Material Description	Unit Price	Unit of Measure	Quantity	Extended Price
Single Stream Recyclables Processing Fee	\$	Per Ton	1,400	\$
Recycling Contamination Processing Fee	\$	Per Ton	12	\$
Rejected Load Fee	\$	Per Ton	12	\$

## 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](http://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

## SAMPLE CONTRACT



### BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **SUPPLIER'S NAME ADDRESS, CITY, STATE, ETC.** (hereinafter referred to as "Supplier").

#### **TERM**

The term of this Agreement shall be for (xx) years, commencing on \_\_\_\_\_ ("Begin date") and ending on the day immediately preceding the (xx) anniversary of the Begin date ("End date"). This Agreement may be extended for (xx) additional (xx) month periods, subject to the mutual Agreement of LSU and Supplier.

#### **SCOPE OF SERVICES**

In accordance with the specifications outlined in the ITB document, Exhibit A provides the scope of services, tasks, and deliverables the University requires of the Supplier.

#### **SUPPLIER OBLIGATIONS**

Supplier Obligations

#### **UNIVERSITY OBLIGATIONS**

The University will provide at least a thirty (30) days' notice for quarterly, semi-annual, or annual business reviews. The University will provide Campus mail services, under policies and rules governing its use as provided for in Louisiana State University Policy Statement 91. ([https://lsu.edu/policies/ps/ps\\_91.pdf](https://lsu.edu/policies/ps/ps_91.pdf))

#### **CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Changes to the Contract include any change in a) compensation; b) beginning/ending date of the Contract; c) scope of work; and/or d) Supplier change through the assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

#### **FUND USE**

Supplier agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of Contractual language.

## **SUPPLIER ENGAGEMENT**

LSU is committed to fostering innovation, entrepreneurship and growing the Louisiana economy through the use of Historically Underutilized Businesses (HUBs). A summary of the University's commitment to HUBs can be found at the following link: [lsu.edu/supplier-engagement](http://lsu.edu/supplier-engagement).

The Supplier must be able to provide supporting documentation to demonstrate its subcontracting plan was followed. If it is determined at any time by the University that the Supplier did not perform in good faith its subcontracting plan, the Supplier may be held in default of the Contract and the Contract may be terminated.

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.

## **TERMINATION**

Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

Termination for Convenience: The University may terminate this Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds: The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful 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 are not appropriated.

## **OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Supplier in connection with the performance of the services Contracted for herein shall become the property of University, and

shall, upon request, be returned by Supplier to University, at Supplier's expense, at termination or expiration of this Contract.

### **INDEMNIFICATION**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees, and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses, or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

LSU Parties shall defend, indemnify, and hold harmless Supplier, its directors, officers, employees, agents, and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

### **UNIVERSITY NAME AND LOGO USE**

The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

### **USE OF UNIVERSITY FACILITIES**

Any property of the University furnished to the Supplier shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this Contract.

The Supplier shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Supplier or which results from the failure on the part of the Supplier to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Supplier. Upon the happening of loss, or destruction of, or damage to property of the University, the Supplier shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Supplier shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Supplier under this section shall include any of its employees, agents, or Subcontractors.



### **FACILITY AND CONSTRUCTION OVERSIGHT**

Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned, or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Subject to Article IX, upon the termination or expiration of this Agreement, Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's Equipment (defined below), in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

### **WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

### **WARRANTIES**

Supplier warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

***This paragraph may only apply when software is involved.** No Surreptitious Code Warranty. Supplier warrants that Supplier will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support.*

### **TAXES**

Supplier agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

### **DISCRIMINATION CLAUSE**

The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

### **ACCESSIBILITY**

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)), and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/Contract for cause.

### **LICENSES AND PERMITS**

Supplier shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

### **SUBCONTRACTORS**

The Supplier may enter into subcontracts with third parties for the performance of any part of the Supplier's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the University for any breach in the performance of the Supplier's duties. The Supplier will be the single point of contact for all Subcontractor work.

### **INSURANCE**

Supplier shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Suppliers, agents, representatives, or employees.

#### **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/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier /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 Supplier/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 Supplier /vendor's insurance and shall not contribute with it.

**Subcontractors**

Subcontractors of the Supplier/vendor shall be subject to all of the requirements stated herein. Supplier/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 Supplier /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 Supplier/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 Supplier/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.

**PAYMENT TERMS**

The University shall pay Supplier for services rendered in accordance with the Payment Schedule set forth in Attachment XX of this ITB. Payments will be made by University check or electronic funds transfer within

approximately thirty (30) days after receipt of a properly executed invoice, and approval by University. Invoices submitted without supporting documentation (if required) will not be approved for payment until the supporting information is provided.

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

**SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Supplier or Subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier’s proposal.

**NOTICES**

All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

**If to LSU:**

Chief Procurement Officer  
Assistant Vice President for Procurement & Property Management  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176

With copy to:

Michele Montero  
Director of Procurement  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2035  
Email: mmontero@lsu.edu

**ASSIGNMENT**

The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, and conveyed, sublet, or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier’s obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

### **CODE OF ETHICS**

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Supplier agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

### **CONFIDENTIALITY**

All financial, statistical, personal, technical, and other data and information relating to the University's operations which are designated confidential by the University and made available to the Supplier in order to carry out this Contract, shall be protected by the Supplier from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Supplier. If the methods and procedures employed by the Supplier for the protection of the Supplier's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Supplier shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Supplier's possession, is independently developed by the Supplier outside the scope of the Contract, or is rightfully obtained from third parties.

### **INFORMATION SECURITY**

Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

### **CONTRACT CHANGES**

No additional changes, enhancements, or modifications to any Contract resulting from this ITB shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Changes to the Contract include any change in: compensation; beginning/ ending date of the Contract; scope of work; and/or Supplier change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

### **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the University Pilot Procurement Code, LAC 34:XIII.1503.

### **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

### **SECURITY**

Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security

### **ANTI-KICKBACK CLAUSE**

The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **CLEAN AIR ACT**

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

### **ENERGY POLICY AND CONSERVATION ACT**

The Supplier hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the University energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **CLEAN WATER ACT**

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

**ANTI-LOBBYING AND DEBARMENT ACT**

The Supplier will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**COMMENCEMENT OF WORK**

No work shall be performed by Supplier and the University shall not be bound until such time as this Contract is fully executed between the University and the Supplier and all required approvals are obtained.

**COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**ORDER OF PRECEDENCE**

The Invitation to Bid (ITB), dated \_\_\_\_\_, and the Supplier's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the ITB and/or the Supplier's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the ITB and finally, the Supplier's Proposal.

THUS DONE AND SIGNED by LSU in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief Procurement Officer  
*Assistant Vice President for Procurement & Property  
Management*

THUS DONE AND SIGNED by Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to  
SUPPLIER'S NAME

SUPPLIER'S NAME

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## 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. This insurance policy must be endorsed to include Transportation Pollution Liability Insurance and the MCS-90 endorsement.

#### Environmental/Pollution Liability

Environmental and/or Pollution Liability Insurance shall be maintained on an "occurrence" basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance so long as the insurance is provided on a true "following form" or broader coverage basis for each liability line of coverage.

### 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.

Updated: July 2017

## **Insurance Minimum Limits and Requirements 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. This insurance policy must be endorsed to include Transportation Pollution Liability Insurance and the MCS-90 endorsement.

### **Environmental/Pollution Liability**

Environmental and/or Pollution Liability Insurance shall be maintained on an "occurrence" basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

### **Excess Insurance**

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance so long as the insurance is provided on a true "following form" or broader coverage basis for each liability line of coverage.

## **Other Insurance Requirements**

### ***Additional Insured Status***

*The University is to be listed as an Additional Insured on the Commercial General Liability, Automobile Liability, and Environmental/Pollution Liability policies.*

### ***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.