


<b>INVITATION TO BID</b>		<b>BID DUE DATE AND TIME</b>	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>10/01/2024    11:00 AM    CT</b>	
<b>SOLICITATION RFQ-0000002345</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> 09/10/2024	
<b>TITLE: SOLID WASTE &amp; RECYCLABLES COLLECTION - TERM CONTRACT</b>			
<p style="text-align: center;"><b>To Be Completed By Supplier</b></p> <ol style="list-style-type: none"> <li>1. _____ "No Bid" (sign and return this page only).</li> <li>2. _____ My Company does not wish to receive future solicitations for this spend category.</li> <li>3. Specify your Delivery: To be made within _____ days after receipt of order.</li> <li>4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto.</li> </ol> <p style="text-align: center;"><b>General Instructions to Suppliers</b></p> <ol style="list-style-type: none"> <li>1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time.</li> <li>2. Read the entire solicitation, including all terms, conditions and specifications.</li> <li>3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier.</li> <li>4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.</li> <li>5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.</li> <li>6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.</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-0000002345

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**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-000002345

DUE DATE 10/01/2024

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-000002345

DUE DATE 10/01/2024

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-000002345

DUE DATE 10/01/2024

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-000002345

DUE DATE 10/01/2024

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](#).

## **COLLECTION & HAULING SERVICES: SOLID WASTE, MIXED RECYCLABLES, SEGRATED CONCRETE & WOODY WASTE**

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

Louisiana State University (LSU) is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. Its 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 on the flagship campus, comprising 13.1 million gross square feet of space.

The University's solid waste and recycling collection services are primarily administered through its Facility & Property Oversight Department (LSU – FPO). LSU-FPO oversees the collection services for municipal solid waste, program recyclables and recoverable materials to a variety of internal and external customers for LSU buildings both on and off the main campus.

As of 2023, LSU's population consists of approximately 6,131 staff and faculty members and a total of 31,847 campus students; 9,617 of which live on campus grounds.

#### **1.1 BACKGROUND INFORMATION**

In 2023, LSU-FPO managed a total of 8,187.04 tons of material in all the respective service types and waste streams described below. In addition to a traditional municipal solid waste (MSW) program, the University also has a waste recovery program for segregated Scrap Metal, Woody Waste and Concrete material as well as a Mixed Recyclables program.

The University is in an existing agreement for the following services:

- The collection and hauling of Solid Waste, Mixed Recyclables, segregated Scrap Metal, segregated Woody Waste, and segregated Concrete materials, contained within Supplier provided Containers, produced at the University's designated Service Areas. This does not include construction & demolition (C&D) waste generated from construction projects.
- The delivery of Solid Waste, Mixed Recyclables, and segregated Woody Waste, Concrete and Scrap Metal to and/or waste recovery locations.
- The processing and marketing of Mixed Recyclables collected from the University's Service Areas.

LSU-FPO manages the contract(s) for the above services to one-hundred twenty-nine (129) individual buildings/sites, with approximately one-hundred fifty-six (156) Front Load Containers for Solid Waste and one-hundred four (104) Front Load Containers for Mixed Recyclables. In addition, there are five (5) Compactors, twenty-two (22) permanent Roll Off Containers and eleven (11) temporary Roll Off Containers utilized for Solid Waste, two (2) permanent Roll Off Containers for Mixed Recyclables, two (2) Permanent Roll offs for Woody Waste and one (1) Permanent Roll off for Concrete.

This solicitation is specifically for services provided to LSU-FPO and its customers. The LSU Law Center, RISE and certain LSU Agricultural Center buildings, such as Botanic Gardens, Rural Life, Central Station, the Sugar Research Station are separate units and have maintained responsibility for their own solid waste services. These units may or may not

choose to utilize pricing and terms from Agreement(s) resulting from this solicitation. The awarded Supplier shall ensure pricing and services are the same, for all separately managed University entities.

**1.2 PURPOSE**

Louisiana State University (LSU) is seeking bids from a qualified Supplier and intends to enter into an Agreement with a Supplier to provide collection and hauling services as described within the Scope of Work. The Supplier will provide and utilize locations for the University’s Solid waste to be delivered to a Landfill for disposal. The awarded Supplier will also designate and utilize a waste recovery location, for segregated Concrete and Woody Waste to be repurposed. It is the intent of the University to enter into a separate Agreement (via a separate solicitation) for the processing of the University’s Mixed Recyclables. The delivery facility to be used by the Supplier for Mixed Recyclables will be included within the terms of the Agreement. The primary Landfill, and any other disposal locations to be used for recoverable materials will be identified by awarded Supplier, classified as a Designated Facility and shall be included within the terms of the Agreement.

**2. SCOPE OF WORK**

The following provides additional details on the services that are part of this solicitation.

**2.1 COMPACTOR SERVICES (MSW & MIXED PAPER/CARDBOARD)**

There are currently five (5) Compactors contracted by the University for Solid Waste collection. The University is seeking to incorporate the use of Compactors for cardboard collection in locations with high volumes of received shipping boxes and anticipates beginning the use of one (1) Compactor for segregated cardboard within 18 months of the Effective Date. Upon request, the Supplier shall work with the University throughout the Agreement term, to provide Compactors for cardboard collection. All existing Compactors, and any new locations deemed necessary by the University for additional Compactors throughout the contract term, shall be supplied, delivered, and installed by the Supplier. The Supplier shall provide, service and maintain all Compactors for the University, along with necessary hauling equipment to be used for collection.

Table 1 provides information on the Compactor locations and total number of pulls for 2023. The Supplier will be responsible for supplying and installing all Compactors, Compactor maintenance and repair, and Compactor pulls/replacements.

**Table 1: List of Compactor Locations, Material Streams, and Total Pulls (2023)**

<b>Location</b>	<b>Compactor Size</b>	<b>Material Stream</b>	<b>Number of Pulls (2023)</b>
LSU Student Union	34 cubic yard	Solid Waste	52
Tiger Stadium #1	34 cubic yard	Solid Waste	52
Tiger Stadium #2	34 cubic yard	Solid Waste	17
Football Operations	34 cubic yard	Solid Waste	46
Shaw Center	6 cubic yard	Solid Waste	208



## **A. COMPACTOR EQUIPMENT SPECIFICATIONS**

- Self-Contained Precision Series 265 Model or equivalent, that includes a 10HP Tri-volt T.E.F.C. motor, UL/CUL listed 6' remote power unit with weather cover, NEMA 4 Rated Control Panel, Controls in Panel Face, Precision guided ram, Full Gasketed Door, A.N.S.I.Z.245.2 Compliant, WATEC rated, and 5-year structural warranty.
- 460 volts
- 80% Full – Advance Warning light
- Pressure gauge – color coded and numeric on power unit
- Factory Options – Controls on remote pendant in lieu of mounting in panel face on 15' cord
- Guide rails - 15' standard with stops
- Hopper / Doghouse – 45-degree doghouse with cellar doors and locking hasp
- Hopper / Doghouse – Magnetic door interlock switch – Mounted
- Quick Disconnects – both sides, includes hating connector
- Decks and Enclosures – Safety rails and kick plate
- Decks and Enclosures – Hinged riser 18" diamond plate walk-on
- Guardian Control System
- Decks and Enclosures – Walk on ramp 2000 lb. diamond plate
- (AMS) Automatic Maintenance Scheduler
- 100% Full Light
- Multicycle Timer – factory set for 2 cycles
- Safety stop switch and safety door switch
- Equipped with deodorizing units
- Low Temperature Oil
- Warranty: 5 Years Structural, 2 Years Parts and 1 Year Labor
- University has the option to negotiate purchase price for said containers
- Units that are wireless, programmable and able to send container status reports remotely to the University Representative and the Supplier are highly desired.

All Compactors shall present a neat exterior appearance. The body and compactor hopper lids shall be painted a color approved by the University, prior to painting or ordering the compactors. Compactors shall be maintained and painted as often as necessary, where there are no visible signs of rust or degradation, all signage is clear and legible, and repairs are conducted as often as necessary to meet the equipment specifications, at no additional cost of the University. All Compactors shall be labeled according to the waste stream type ("Landfill" or "Cardboard Only"). The awarded Supplier shall be responsible for maintaining, stocking and refilling the deodorizing unit as needed. All Compactors shall be periodically cleaned by the awarded Supplier in accordance with a cleaning schedule set by the University. Cleaning includes power washing the interior and exterior of the Compactor. As detailed in Table 2, each of the five (5) Compactors shall be assigned a cleaning frequency based on their individual usage. The awarded Supplier will be responsible for performing cleanings of all Compactors based on the frequencies provided.

**Table 2: Level 1 Cleaning Frequency for Compactors**

<b>Location</b>	<b>Cleaning Frequency</b>
LSU Student Union	Twice per Year
Tiger Stadium #1	Twice Per Year
Tiger Stadium #2	Twice Per Year
Football Operations	Twice Per Year
Shaw Center	Annual

**B. SERVICE RESPONSE TIMES/REPORTING**

Compactors are either on an assigned collection schedule or serviced on an on-call basis. Requests for service are typically made by LSU-FPO staff but may on occasion be requested by the awarded Supplier’s Representative, with timely notice provided to LSU-FPO staff. Services shall consist of all related servicing and hauling to the applicable Designated Facility. Landfill disposal costs (tipping fees) shall not be factored into the hauling costs, but included as a separate line item charge and accompany each Compactor haul charge. Tipping fees associated with segregated cardboard hauls shall not apply. In all cases, the awarded Supplier will be responsible for supplying and maintaining all Compactor Containers and necessary features to accommodate services related to Compactor pulls/replacements.

The Supplier will provide collection services and routine and unscheduled maintenance on all Compactors. A routine maintenance schedule shall be followed by the Supplier and shall be at a minimum of twice per calendar year. Requests for collection made by 12:00 p.m. must be handled on the same business day as the request. Requests made after 12:00 p.m. must be handled by 10:00 a.m. on the following business day. Unscheduled maintenance on Compactors must be performed within four (4) hours of the request, at no additional cost to the University.

It is in the interest of the University to haul compactor units that are full. The specified weight/pressure that is to be considered full and deemed necessary for collection will be determined by the University for each Compactor. The full rate thresholds shall be at a capacity greater or equal to eighty percent (80%) for all Compactors. The Agreement as to what specific weight/pressure limit is set as “full” ( $\geq 80\%$ ) for each compactor site location will be in writing and provided to the Supplier by the University designee prior to the Commencement Date. It is highly desired by the University to have remote sensor capabilities that signal the fill rate of Compactors, so once the compactor weight is determined as “full” by the monitor, a notice can be automatically initiated for the compactor to be emptied. Tonnage receipts from all hauls to Designated Facilities must be provided with the monthly invoices. All receipts must show the weights, identification of the facility, along with the Compactor location.

### **C. HOME FOOTBALL GAMES**

The Supplier must be able to haul up to two (2) Compactors containing Solid Waste and, when applicable, segregated cardboard, off campus on Sunday or the next calendar day after a football game. There are approximately seven (7) home games per year. Based on the volume of waste generated at home football games, a Landfill shall be open on Sunday to accept the Solid Waste stream. For each home football game, the following Compactor services will be required by the Supplier:

- Service both compactors at Tiger Stadium on Friday (or one day before home game) by 5 a.m. Both compactors must be put back in place by 7 a.m. on the same day.
- Service both compactors at Tiger Stadium by 7 a.m. on Sunday (or 1 day after home game).
- Provide an on-site compactor technician to repair potential equipment malfunctions. Technician shall arrive three (3) hours before kickoff and stay through post-game.

### **2.2 ROLL OFF SERVICES (SOLID WASTE, CARDBOARD, MIXED RECYCLABLES, CONCRETE, WOODY WASTE)**

LSU-FPO provides a variety of permanent and temporary roll off services to campus users through the contracted supplier for scheduled and on-call collection. In 2023, the current supplier collected and hauled 3,293 tons of material from all waste streams to disposal and recovery facilities. The awarded Supplier shall provide, service and maintain both permanent and temporary roll offs for the University, along with necessary hauling equipment to be used for collection. Roll Off Container services shall be an all-inclusive flat fee that includes the rental of the Container, delivery, removal, and hauling costs to and from site location to a Landfill or Designated Facility. Costs associated with Tipping fees for Solid Waste, Concrete or Woody Waste disposal will not be included in the hauling costs but charged separately and accompany each delivery/haul charge. Tipping fees at the Designated Facility for Mixed Recyclables and/or segregated cardboard shall not apply. For events such as Move-In/Move-Out, later described in detail, and any other event where roll off deliveries may need to be staged temporarily, Suppliers shall submit a separate price to relocate roll-offs. The relocation fee will be a one-time relocation charge per occurrence and only apply if roll offs need to be relocated, once they are initially delivered. A Landfill Tipping fee shall not apply or accompany any relocation charge. The following sections provide further details of the roll-off service needs of the University. In all cases, the successful Supplier will be responsible for providing all open top 20-, 30- or 40-yard Roll-off Containers, unless specifically noted otherwise, as well as all pulls and replacements for Solid Waste, Mixed Recyclables, and segregated Woody Waste, Concrete, cardboard. The roll-offs are serviced on either an on-call basis or set on a designated collection schedule. Requests for service are made by LSU-FPO staff. The awarded Supplier shall furnish all Roll Off Containers in the size specified by the University throughout the terms of the Agreement.

All roll offs shall present a neat exterior appearance and be painted to the approved color designated by the University. Roll off Containers shall be maintained and painted as often as necessary, where there are no visible signs of rust or degradation, and all signage is clear and legible. All roll offs will be marked with signage indicating the waste type (Landfill, Woody Waste Only, Concrete Only, Cardboard Only, Mixed Recyclables Only). In certain cases, marked signage shall also include “No Parking, “Tow Away Zone”, and “Max Fill Line.”

All permanent or temporary on-call collections, swaps and deliveries must be handled within twenty-four (24) hours of receiving notice from the University Representative. For requests made after-hours, collections shall be fulfilled no later than 24 hours after the start of the next business day.

**A. PERMANENT ROLL-OFFS**

Table 3 provides details on the number of current permanent open-top roll offs, including total pulls in 2023. Data noted with an asterisk are estimates based on new sites or new waste streams that have been added in 2024. This information is subject to change. The service needs and the collection frequencies are not guaranteed.

**Table 3: Permanent Roll-Offs by Location, Material Stream, Size and Total Pulls**

Location	Material Stream	Size (CY)	Number of Pulls (2023)
PMAC	Solid Waste	30 CY	97
Athletic Maintenance	Solid Waste	30 CY	86
Athletic Maintenance	Solid Waste	30 CY	60
Athletic Maintenance	Solid Waste	30 CY	63
Athletic Maintenance	Solid Waste	30 CY	26
Veterinary Medicine	Solid Waste	20 CY	128
Veterinary Medicine	Pine Shavings	30 CY	94
Veterinary Medicine*	Mixed Recyclables*	20 CY	68*
Burden Museum	Solid Waste	40 CY	7
Golf Course	Solid Waste	30 CY	2
Landscape Services	Solid Waste	20 CY	79
Landscape Services	Solid Waste	30 CY	70
Landscape Services	Solid Waste	30 CY	68
Landscape Services*	Mixed Recyclables*	30 CY	25*
Landscape Services	Woody Waste	30 CY	69
Landscape Services	Concrete	20 CY	37
Residential Life-Warehouse	Solid Waste	30 CY	5
Hilltop Arboretum*	Woody Waste*	30 CY	7*
Cam-D	Solid Waste	30 CY	3
Innovation Park	Solid Waste	30 CY	6

## **B. TEMPORARY ROLL-OFFS**

### **i. RESIDENTIAL HOUSING MOVE-IN & MOVE-OUT**

The Supplier will provide adequate resources to collect, haul, swap and dispose of material placed in temporary, open top Roll-off Containers during on-campus housing move-in (conducted over a two-weekend period in mid-August), and move-out period (typically in early May) annually. Roll-off Containers shall be used for the collection of Solid Waste, with the option of including additional Roll-Off Containers for the collection of segregated cardboard (upon request). During these events, the Supplier must supply enough drivers to service the high demand of Roll-off Container swaps. There must be adequate replacement Roll Off Containers on hand and available for swaps that are scheduled to take place during the busy move-in weekend period, to set down and promptly replace with the full Container being removed. The Supplier must have enough trucks and drivers, who can begin work as early as 5 am and work a full eight-to-ten-hour day on Saturday and Sunday to accommodate the University requests for delivery, hauling, swapping out and/or relocating of Roll-Off Containers on campus. If a Landfill or a Designated Facility is not open on Sunday to haul the material, arrangements must be made to haul full Roll Off containers to a temporary location on campus, until the applicable facility begins its hours of operation. A third-party vendor has been used to compact material within Roll-Off Containers throughout the move-in and move-out period to increase the efficiencies of space within Containers, avoid the overflow of materials at designated sites and optimize the time and use of driver hauls. Supplier shall acknowledge that the University may continue to engage third party vendors to perform material compaction services and provide necessary permissions, with the understanding that third party vendors are responsible for any damages incurred to the Containers during the compaction process, prior to award being issued. Table 4 provides information regarding the number of temporary, open-top roll-off containers placed out around campus during the 2023 housing move-in (Aug) and move-out (May) periods, as well as the total number of pulls conducted, which includes the removal pulls. This does not account for the additional Roll Off Containers required for Saturday and Sunday swaps, or the additional containers that may be needed on Sunday, if a Landfill is not open to dispose of material. Pricing for hauling, delivery and relocation of Roll Off Containers for residential housing move-in and move-out will be based on the University's request for such services to be performed and reflected in the After Hours and Normal Business Hours pricing within the price form.

**Table 4: 2023 Move-In and Move-Out Events; Temporary Roll-offs by Event, Location, Size and Total Number of Pulls**

<b>Location</b>	<b>Size (CY)</b>	<b>Number of Roll-Offs (move-in)</b>	<b>Number of Pulls (move-in)</b>	<b>Number of Roll-Offs (move-out)</b>	<b>Number of Pulls (move-out)</b>
LSU – Housing	30	30	94	27	78
Fraternity Housing	30	6	16	N/A	N/A

**ii. HOME FOOTBALL GAMES**

The Supplier must have the capability to haul Roll off Containers that contain Solid Waste, segregated cardboard and/or Mixed Recyclables off campus on Sunday or the next calendar day following a football game. There are approximately seven (7) home games per year.

Based on the volume of waste generated at home football games, a Landfill shall be open on Sunday to accept the Solid Waste stream. Presently, the University requires a 30-yard Solid Waste roll off at the PMAC location to be swapped out by 7 am on Sunday. All additional roll-off services are managed on the days leading up to, and the Monday following game day events. The University reserves the right to modify the handling of waste streams and add or change Sunday roll-off service activity throughout the Agreement terms. In the event such change would take place, the awarded Supplier would receive ample notification and be responsible for providing the Sunday roll-off services needed, per the agreed upon After Hours pricing reflected in the price form.

The awarded Supplier will work very closely with the designated University Representative, before, during, and after home games to ensure timely removal of all identified Containers. A list of other applicable LSU contacts will be provided to the awarded Supplier. Table 5 provides information pertaining to roll off services required during home football games in previous years.

**Table 5: Roll-off schedule for each Football Home Game**

<b>Location</b>	<b>Service Type</b>	<b>Collection Quantity</b>	<b>Collection Schedule</b>
Tiger Stadium	Roll Off	1	Remove all by Wed
Football Operations	Roll Off	4	By EOD on Fri
PMAC	Roll Off	1	By 7 am on Sat
Tiger Stadium	Roll Off	1	Return following Mon

All drivers and technicians must carry a mobile phone with text/photo capabilities, and the Supplier must supply the names and contact information for each driver and technician, before each game.

**iii. SPECIAL PROJECTS**

LSU – FPO receives periodic requests from campus users for the placement of Roll Off Containers for special projects, outside of home football game day events and residential move-in and move-out periods, as described above. These roll offs may be needed for a variety of time periods. The material streams to be collected and hauled will vary. The sizes needed may be 20, 30, or 40 cubic yards, depending on the project. In 2023, there were a total of 106 pulls of temporary roll-offs for special projects.

**2.3 PRENTICE LOAD SERVICES (SOLID WASTE, WOODY WASTE, BULKY WASTE)**

Supplier shall provide Prentice Load services, when requested by the University, for the collection, transportation, and disposal of bulky waste material. The Supplier shall use Prentice loaders or equivalent hydraulic loader equipment designed for lifting and handling Bulky Waste materials. Prentice Load services shall include the collection of large bulky items, such as furniture, appliances, tree trunks, large branches and construction debris. Services shall also include the transportation of collected materials to a Designated Facility.

The Supplier must ensure timely and efficient collection of bulky waste material and must respond promptly to service requests and complete collections within 48 hours of notification. All operations must adhere to stringent safety protocols to protect workers from the public. Operators must be trained and certified in the safe operation of Prentice loaders and other heavy equipment.

**2.4 FRONT LOAD SERVICES (MSW & MIXED RECYCLABLES)**

There are approximately one hundred seventy-three (173) Front End Load (FEL) Containers utilized by the University for Solid Waste collection and one-hundred thirteen (113) FEL Containers used for the collection of Mixed Recyclables. The location of Containers are spread throughout LSU's main campus and outlying areas and are identified in Attachments A and B, along with the associated Container sizes and collection frequencies for each. The University's waste stream has seasonal fluctuations based on the fall semester (mid-August through mid-December) and spring semester (mid-January through early May) being higher volumes, with spring, summer and winter breaks being lower volume periods. Some services may be reduced during the lower volume seasons and will be at the discretion of the University Representative, but all services must be available year-round. In 2023, the Contractor collected 3,248 tons of Solid Waste and 1,367 tons of Mixed Recyclables from Front-End Load Containers used by the University. Attachments A and B include a breakdown of the Front-End Load Containers utilized on campus, along with a container and collection summary that provides the total quantity of containers currently utilized, based on size and collection frequency. These Attachments should be used for informational purposes only and may be subject to change, depending on the needs of the University.

Supplier shall provide the Containers used for the collection of each waste type, and the hauling equipment necessary to deliver and remove Containers and empty, remove and

deliver materials collected in Containers to Landfills and/or Designated Facilities. The University reserves the right to cancel any Containers and associated hauling charges for any location within the Service Area, at no additional cost. Additional Containers and collection services needed shall be provided under the agreed upon contract pricing.

#### **A. FRONT LOAD SERVICE REQUIREMENTS**

- All routine Front Load Collection services shall occur between the hours of 6 a.m. to 11 a.m. on the main campus, unless mutually agreed upon by the University Representative and the Contactor. It is the Supplier's responsibility to ensure all routine collections are completed within this specified timeframe.
- In the event of any unforeseen circumstances that prevent Front Load Collection services to be performed during the specified timeframe, the Supplier's Representative must immediately notify the University Representative, no later than thirty (30) minutes after the start of the delay. The communication must include an explanation of the circumstance causing the delay, and an estimated time by which the collection will be completed. Failure to communicate delays will result in a discrepancy report to be filed and a formal corrective action plan from the Supplier, outlining steps to prevent future communication failures.
- A route schedule for routine Front Load Collection services shall be submitted by the Supplier for review and final approval, after execution of the contract. Once approved by both Parties, the routine route schedule shall not be altered without the approval of the University Representative.
- Removal/Relocation of dumpsters shall be conducted within forty-eight (48) hours of the initial request.
- Delivery of additional dumpsters shall be made within seventy-two (72) hours of the initial request.
- Requests for Front Load Containers to be delivered for set up of routine services, shall be included within the monthly dumpster service charges, and at no additional cost.
- Extra collection requests under Normal Business Hours must occur on the same day of the initial request, when the request is made between 6 a.m. – 2:00 p.m. on Monday through Friday and 6 a.m. – 11:00 a.m. on Saturday. Any other extra collection requests made outside of this time frame, requested to take place during Normal Business Hours shall be fulfilled at the start of the next business day.
- Extra collection services shall only be initiated via a documented request made by the University Representative, or designee. Any extra collections conducted that are not in accordance with this process or do not abide by the most current collection schedule will not be approved or compensated without proof of request. All Suppliers must provide costs associated with extra collection services, based on the size of the front load container.
- For instances of overfilled dumpsters, where extra yardage or material beyond the standard dumpster capacity is present during routine collection, the Supplier must capture a time/stamped photo of the dumpster, along with the dumpster location, prior to collection. This information shall be sent to the University Representative



either on the day of the occurrence or accompany the associated bill charges, if extra yardage charges will apply. All Suppliers must provide costs associated with the collection and removal of extra yardage, based on the size of the excess yardage, per occurrence, within the bid price form. For 2 cubic yards worth of excess material noted within a 6 cubic yard dumpster, Supplier shall charge the extra 2 cubic yard rate.

- Any material that spills out onto the ground during collection is the responsibility of the Supplier to pick up and clean.
- Any material that is piled up in front of or around the dumpster that prevents collection from taking place, a time stamped photo must be taken as documentation, and sent to the University Representative immediately, along with the location of the associated blocked dumpster.
- Any unacceptable material that has been identified as such under the terms of the Agreement, within the Front Load Containers, must be photo documented, with a time and date stamp and sent to the University Representative immediately, along with the location of the associated dumpster.
- If a dumpster is blocked or is unable to be serviced during the daily route, the driver of the Supplier must take a date and time stamp photo of the area that includes an image of the vehicle or obstruction and report this information immediately, with the location of the associated blocked dumpster. It is the responsibility of the Supplier's Representative to ensure this information is relayed to the University's representative within thirty (30) minutes of the occurrence.
- The Supplier shall ensure that any hydraulic oil spill kits will be located on all vehicles that contain hydraulic oil tanks. Spill kits shall include safety cones/triangles, at least one (1) bag of oil dry and two (2) storm drain socks to prevent hydraulic oil from entering the storm drain system.
- Supplier shall provide a spill prevention plan and a spill response plan (if applicable) to the University Representative, within thirty (30) days after the Effective Date. The plan shall include immediately notifying both the University Representative and LSU-Environmental Health and Safety staff. A list of appropriate LSU staff to include within the notification plan will be provided to the Supplier.
- All Suppliers must accept at minimum Garbage, packaging materials, and compactible items within Front Load Containers used for Solid Waste. Excluded Waste will be impermissible. Other solid waste materials, such as Construction and Demolition Debris, Bulky Waste, White Goods, Woody Waste and any other material not referenced above, shall be included by Supplier in a detailed accepted and unaccepted item list for Front Load Containers and provided to the University, prior to issue of award.
- Several outdoor collection locations have gates or other types of enclosures surrounding the Front Load Containers. The Supplier is responsible for ensuring all enclosures are closed before leaving the site.
- There are a series of gates inside the perimeter of the main campus where the Front Load Dumpsters are staged. Supplier must apply for, purchase, and maintain a valid contractor parking pass through the LSU Office of Parking and Transportation

Services (PTS) for each collection vehicle used to service the areas within the inner perimeter of campus. The core multi access pass permit will provide full access to all the Front Load dumpsters on campus. For more information on the permit policy, rates and other details, please visit: <https://lsu.edu/parking/permit/contractor.php>

- The opening and closing of school terms (move-in and move-out for residence halls), home football games, and certain other activities generate peak volumes of trash and recyclables. The Supplier shall ensure the scheduling of additional pick-ups, additional Containers, or the removal/relocation of Containers are handled timely and at the discretion of the University Representative to assure timely removal of waste. These additional services may need to be performed during evenings, weekends and/or holidays. Whenever possible, prior scheduling will be done. Additional services will be requested by the University's Representative and will be paid for in accordance with the prices under the Agreement terms.

## **B. FRONT LOAD CONTAINER SPECIFICATIONS**

- Provide a capacity between two (2) to eight (10) cubic yards in size, available in two (2) yard increments.
- New or refurbished to "as new condition" prior to placement at Service Area locations.
- Newly painted, free of rust and free of dents larger than 12" in diameter or 1.5" deep.
- Corrosion resistant coating.
- Fabricated from 12-gauge (or thicker) steel on the ends and walls
- Outside body fabricated with 10-gauge (or thicker) steel to ensure against water or liquid seepage and a rain plug in bottom.
- Rounded edges and smooth surfaces to prevent injuries.
- Overall width of the container body shall not exceed 72".
- Loading heights must be 49" or less.
- All container lids must be durable with no cracks or holes and tightly fit onto containers to prevent rainwater or animal intrusion.
- All lid hinges and fasteners must be intact and fully functional, so the lid is secured on to the container and able to close properly after use and/or collection.
- All two (2) and four (4) cubic yard containers shall either be flat top or slant top, based on best option and cost available with the ability to implement heavy-duty wheels or casters for easier movement, on an as needed basis.
- All six (6) and eight (8) cubic yard containers shall be flat top style with side sliding doors for easier accessibility. Doors shall remain straight, able to operate freely and be positioned as close to the top of the container as possible to provide as much use of the space inside. Ten (10) cubic yard containers shall either be flat top or slant top, based on best option and cost available.
- Lid and/or sliding door secure locking mechanisms.
- All Containers shall come equipped with highly durable plastic lids that match the container body.

- All Containers must be uniform in color, according to the waste type. Solid Waste containers shall be painted dark gray. Containers for the collection of Mixed Recyclables shall be painted recycle blue. All colors must be approved by the University Representative prior to painting or ordering.
- All Solid Waste containers shall be labeled “Landfill Waste”. Containers designated for recyclables shall be labeled “Mixed Recyclables Only” using a text font and color that is approved by the University.
- A low-profile company logo of the awarded supplier can be incorporated onto the Container. Its location and sizing shall be coordinated with the University representative prior to implementation.
- Decals for all Single Stream Recycling Containers shall be supplied and installed by the Supplier. The University will supply the decal sizing, information and design.
- All Front Load Containers must have signage that is marked “No Parking,” “Tow Away Zone”.

#### **C. FRONT LOAD CONTAINER MAINTENANCE**

- All FEL containers shall be maintained, painted where there are no visible signs of rust or degradation, and repaired as often as necessary to meet the container specification conditions, at no additional cost to the University. Containers are subject to inspection and approval by the University throughout the term of the Agreement.
- Supplier shall provide at minimum one annual cleaning of all FEL containers. All other periodic cleanings of specific containers will be based on need and request. The University may choose to negotiate with the awarded Supplier the cost for additional cleanings, outside of the annual cleaning requirement.
- Supplier shall conduct an annual inspection of all FEL container inventory utilized under the Agreement terms and supply a report to the University that reflects the structural integrity, lid condition, functionality of locks and hinges, paint and signage condition and cleanliness of each dumpster. The report shall include a performance action plan with a scheduled timeline to remedy any issues.
- Repairs will be performed promptly when reported by the University, with all repairs taking no more than three (3) business days, unless an extension is granted by the University.

#### **D. FOOTBALL HOME GAMES**

The Supplier must have the capability to deliver, remove and/or haul Front Load Containers that contain Solid Waste, segregated cardboard and/or Mixed Recyclables off campus on Sunday or the next calendar day following a football game. There are approximately 7 home games per year. Based on the volume of waste generated at home football games, a Landfill shall be open on Sunday to accept the Solid Waste stream.

For each home football game, the following additional Front Load Collection services will be required by the Supplier:

- Deliver six (6) 10 CY, three (3) 6 CY and one (1) 8 CY Front Load Containers at the front of Tiger Stadium each Thursday prior to game day.
- Remove all Front Load Containers at Hodges Hall and Athletic Administration and bring to Landscape Services each Friday prior to game day
- Return Front Load Containers to Hodges Hall and Athletic Administration on Sunday.
- Collect and remove six (6) 10 CY, three (3) 6 CY and one (1) 8 CY Front Load Containers at the front of Tiger Stadium on Sunday.
- Collect Mixed Recyclables from 8 CY Front Load Container located at the PMAC.

The Supplier will work very closely with the University Representative, before, during and after the home game to ensure timely services are provided of all identified Front Load Containers. A list of other applicable LSU contacts will be provided to the awarded Supplier.

## **2.5 REAR LOAD SERVICES (FOOTBALL GAME DAY CLEANUP AND SPECIAL EVENTS)**

Qualified Suppliers shall provide pricing to provide Rear Load services for the collection of Solid Waste and Mixed Recyclables on campus and in the stadium following home football game days. There are approximately seven (7) football home games per year. The selected Supplier will be responsible for ensuring the efficient and effective collection, removal and transportation, of waste and mixed recyclables on and around campus grounds after these events to a Landfill and/or Designated Facility. In 2023, one-hundred ninety-six (196) tons of Solid Waste was collected on campus grounds during after-game cleanups by Rear Load Vehicles utilizing a driver, along with a 2-member crew. In addition, eighty-three (83) tons of Solid Waste was collected inside the stadium in 2023 using a Rear Load Vehicle with a driver only. The length of time Rear Load Services are used for both the stadium and campus cleanups after each game ranges between four (4) hours and six (6) hours, depending on the size of the home game. A Landfill will need to be accessible on the Sunday following each home football game to dispose of all Solid Waste collected. The Supplier will be responsible for ensuring all Solid Waste and Mixed Recyclables are separately collected and removed from both containerized units and bagged piles on campus grounds by noon (12 p.m.) on the day following a home game. Work shall begin promptly at six (6) a.m. All truck drivers must carry a mobile phone with text/photo capabilities and the Supplier must provide the names and contact information for each driver before each game.

Supplier will provide Rear Load Collection trucks with a combination of a driver only, a driver with one helper and/or a driver with a crew, which contain two (2) helpers on Sunday following a home game. The following services required is outlined below:

- Stadium – One Rear Load Solid Waste (driver only)
- Stadium – One Rear Load Solid Waste (driver only), with option to change to a Rear Load (driver only) for the collection of Mixed Recyclables upon future request
- Campus – Five (5) Rear Load – Solid Waste (with 2 helpers per Rear Load truck); Five (5) crews to collect from five (5) zones on and around campus grounds

- Campus – One (1) Rear Load – Recycling (with crew); One (1) crew to collect from four (4) zones on and around campus grounds

All qualified Suppliers shall include pricing of the above services on an hourly basis. The type of Rear Load collection truck to be used and whether it is manual or semi-automated should be provided by Supplier in bid response but shall be provided by Supplier after Effective Date. Hourly billing for cleanups shall begin upon arrival on camps and end when staff has completed their assigned tasks for all waste collection and hauling activities. Scheduled times will be coordinated with the University prior to each home game with the awarded Supplier.

## **2.6 CONTAINERS**

Prior to the Commencement Date and in accordance with the transition plan, Supplier shall purchase, stock, assemble, distribute, maintain, repair and replace applicable Containers, based on the sizes, specifications, quantities and collection service types, as indicated within the Service Area. The estimated number of existing Containers currently deployed is provided in the aforementioned tables. Ownership of Containers, including any new Containers purchased for utilization of collection services within the Service Area shall rest with the Supplier throughout the term and at expiration of the Agreement. At the expiration of the contract, Containers shall be removed from campus at no additional cost to the University, unless the University chooses to negotiate a purchase price.

## **2.7 COLLECTION VEHICLES**

- Suppliers must utilize a modern fleet of collection vehicles, equipped with the latest technology to enhance fuel efficiency and reduce emissions.
- Vehicles shall meet or exceed the latest emissions standards set by the Environmental Protection Agency (EPA).
- It is highly recommended that all or a portion of all vehicles utilized for collection services should be powered by alternative fuels (e.g. compressed natural gas (CNG), electric, hybrid) to minimize environmental impact.
- Suppliers should provide documentation of the vehicle fleet to be utilized and its fuel technology within their bid response, but must be provided before the Effective Date.
- Suppliers shall conduct regular maintenance and timely upgrades of equipment to ensure optimal performance and longevity.
- Supplier shall provide a maintenance schedule of their fleet prior to Commencement Date.
- Front Load and Rear Load collection vehicles that collect Program Recyclables shall have signage clearly marked with the word “Recycling” prominently displayed on each side of the vehicle to promote visibility, proper identification and public awareness. The markings should be large and legible. Signage must feature a color scheme that is distinguishable from general waste collection vehicles. Awarded Suppliers will submit proposed options to the University for approval, prior to Commencement Date.
- Supplier may compact Program Recyclables collected via Containers in collection vehicles provided that the density does not exceed 300 pounds per cubic yard, unless

otherwise approved by the University Representative. Pounds per cubic yard shall be computed by dividing the net weight of the load by the cubic yards of the delivering vehicle compartment holding the Recyclables.

- It is highly desired for Front Load collection vehicles to capture and report tonnage information based on waste type at each individual site location.
- It is required for Front Load collection vehicles to report tonnage information based on waste type for each load delivered to a Landfill or Designated Facility.
- It is required for Rear Load, Roll Off, and Compactor collection vehicles to capture and report tonnage information to the University each month based on waste type.
- It is highly desired for all collection vehicles to come equipped with camera technology to capture and report information pertaining to fill rates at the time of service, in addition to the types of waste materials located in Containers.
- Suppliers should provide information on whether they can meet the desirable vehicle features within their Bid response but must supply such information after the Effective Date, if applicable.

## **2.7 DESIGNATED FACILITIES**

It is the intent of the University to have pre-determined locations that have been identified and included under the Agreement terms where collected waste and recoverable commodities are to be delivered, processed or disposed, based on the waste type. Each waste category below describes how the Designated Facility will be identified and determined, and the associated factors and requirements for each.

### **A. SOLID WASTE**

Suppliers are required to specify the primary Landfill to be used for the disposal of the University's Solid Waste along with its associated Tipping Fee within the Bid Response. The primary Landfill provided within the awarded Supplier bid response shall become the Designated Facility for Solid Waste. Supplier will have the flexibility to utilize alternative Landfills, as needed, to meet the terms of the Agreement, but the primary Landfill listed, and its associated Tipping Fees included within the price sheet will be the only Tipping Fee rate that shall be applied under the Agreement terms. The Tipping Fee shall be inclusive of all fees and charges related to the use of the Landfill. All Landfills used must comply with all local and state Landfill regulations and have all necessary permits and licenses to dispose of waste outlined in this solicitation document. All Suppliers should include the hours of operation and any holiday closures of the primary Landfill within their Bid Response, but must be supplied prior to award. A Landfill shall be open for the disposal of Solid Waste material on Sunday or after each of the University's home football games. Use of a Landfill for the disposal of Solid Waste during Residential move-in (one weekend in August) and move-out (one weekend in May) is also highly desired.

## **B. MIXED RECYCLABLES**

Supplier shall deliver all Program Recyclables collected from University locations, pursuant to a separate University Agreement, to the Designated Recovery Facility for Mixed Recyclables. This location will be identified by the University and provided to Supplier prior to Commencement Date. The Designated Recovery Facility for Mixed Recyclables will be no further than a thirty-minute range (one-way) from the University. Recyclable materials from locations not included in the designated Service Area shall not be mixed with the University's Program Recyclables. All tipping fees and associated processing costs for the University's Program Recyclables shall be directly between the Designated Recovery Facility for Mixed Recyclables and the University. Designated Haulers shall not be required to incur any direct or indirect charges on the University's behalf for delivering Program Recyclables to the Designated Recovery Facility. However, it is a requirement for Supplier to track and report each haul and tonnage information to the University.

## **C. WOODY WASTE & CONCRETE**

A Woody Waste recovery facility is specially equipped and permitted to process, recycle and/or dispose of woody waste materials. The facility should be capable of converting organic materials such as grass clippings, leaves, branches, tree cuttings, pine straw and other similar yard debris into mulch, compost or other reusable forms. The facility must comply with all local and state regulations and have all necessary permits to properly process woody waste outlined in this solicitation document. Suppliers shall submit a location to be considered as the Designated Recovery Facility for Woody Waste as described, along with the associated Tipping Fees within their Bid Response.

Supplier must provide a list of guidelines from the Woody Waste recovery location that specifies the accepted materials permissible, as well as the prohibited materials, and size and preparation requirements, prior to award.

A facility that would be considered a Concrete Waste recovery location specializes in accepting and processing concrete materials, including concrete debris, blocks and other related materials. The facility should be capable of crushing and recycling the concrete into aggregate or other reusable forms. The facility must comply with all relevant environmental regulations and have the necessary permits and licenses to process concrete waste. Suppliers shall submit a location to be considered as the Designated Recovery Facility for Concrete as described, along with the associated Tipping Fees within their Bid Response.

Supplier must provide a list of guidelines on what types of concrete aggregate are acceptable and considered recoverable, prior to award. This document shall include details, such as contaminants accepted, level of contaminants accepted and not accepted within concrete loads.

### **3. GENERAL REQUIREMENTS**

#### **3.1 PERMITS AND 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. Supplier must provide a valid Solid Waste Transporter License, prior to award. A Solid Waste permit is required to be provided for the disposal facilities that will be used and identified by the Supplier under the Agreement terms, prior to award. All other necessary licenses required by the Supplier under the Agreement terms must be provided upon request. This includes but is not limited to, current vehicle registrations and updated inspections that meet compliance with the Department of Motor Vehicles for commercial vehicles that will be used to operate collection and hauling services under the Agreement, as well as all OSHA Safety Certifications.

#### **3.2 CONTRACT MANAGEMENT**

Suppliers will provide a dedicated Supplier's Representative for the life of the Agreement. LSU-FPO will provide input into the selection of the Supplier's Representative. The Supplier's Representative will:

- a. Serve as the primary point of contact for all daily operations, scheduling, and coordination of services.
- b. Consistently monitor all of the Supplier's operations on campus.
- c. Respond to and address concerns made by the University within a twenty-four (24) hour time period.
- d. Provide the following reports on a timely basis:
  - i. Detailed invoices for all charges by the 5<sup>th</sup> of each month
  - ii. Invoice Summary Report by service type and site by the 5<sup>th</sup> of each month
  - iii. Disposal Summary Report by service type and material type by the 15<sup>th</sup> of each month
  - iv. Provide additional reports/information as requested by LSU-FPO staff
  - v. Attend periodic operations meetings, as requested by LSU-FPO staff.
  - vi. The costs associated with contract management must be covered by the prices quoted for the services included within each category of scope of services.

#### **3.3 SERVICE REQUEST FULFILLMENT SYSTEM**

It is preferred that all Suppliers detail the format and method used for service request submittals and historical tracking of service requests outcomes within their Bid Response. This information must be provided prior to the Commencement Date. The University highly desires utilization of a software application, in which any changes to services can be made through a user portal, and all requests for services can be easily managed and updated through an online dashboard by the University.



### **3.4 INVOICING**

All services performed by Suppliers will be billed directly to LSU – FPO. All monthly invoices must be received by the 5<sup>th</sup> day of each month by the University Representative. Each invoice shall include documentation from the Landfill and/or Designated Facility where materials were hauled. Invoices are to be sent electronically, both in an Excel format where various data points can easily be filtered and sorted, and in a PDF format. Any missed or skipped collections will be deducted from the monthly charges. Billing statements shall be organized by calendar month. If changes have occurred during the month, charges will be prorated accordingly. All monthly billings shall be sent in one mailing. Monthly invoices must be grouped in the following ways: A) Roll Off/Compactor Services/Prentice Load Services; B) Front Load Services Collection - Solid Waste; C) Front Load Services Collection – Recycle; D.) Football Game Day Services

### **3.5 REPORTS**

All Suppliers will provide the University with a monthly report that provides the quantity of all Solid Waste sent to a Landfill. Segregated cardboard (when applicable), Woody Waste, and Concrete, and Mixed Recyclables collected and hauled from University locations to Designated Facilities. In applicable cases, back-up documentation (such as tickets received) from each Landfill and Designated Facility shall be included in the report. This report will be provided to the University Representative no later than the 15<sup>th</sup> day of the following month and can be in the form of an Excel spreadsheet.

All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by Louisiana State University.

### **3.6 PROHIBITION OF MIXED LOADS**

Supplier shall not combine loads of Solid Waste, Mixed Recyclables, segregated Woody Waste, Concrete, or any waste collected from any University location within the Service Area with loads of materials collected outside of the University's Service Area without prior written approval of the University Representative. Supplier is also strictly prohibited from mixing Solid Waste loads, with loads of Mixed Recyclables, segregated cardboard, segregated Woody Waste, or segregated Concrete collected within the Service Area.

## **4. TRANSITION OF COLLECTION SERVICES**

### **4.1 TRANSITION PRIOR TO COMMENCEMENT**

The Supplier is responsible for providing a smooth transition of contracted services to minimize inconvenience to University users. To accomplish this objective, Supplier shall submit to the University Representative, no later than Thirty (30) Days following the Effective Date, a transition plan that provides a detailed description, accompanied by specified target dates, as to how Supplier will prepare to provide contracted services leading up to the Commencement Date. The transition plan must be in Microsoft Excel format or an alternative format as approved by the University Representative, detailing to the task level, and providing a thorough action plan with description by task, responsible party, and due date for each

action item. The transition plan must be approved by of the University Representative. If the University Representative does not approve any part of the Transition Plan, Supplier shall provide a revised proposed transition plan within five (5) business days of notification.

At a minimum, Supplier must address the following categories in the transition plan. This list is not intended to identify all necessary tasks to be performed by Supplier, but to provide a foundation for developing a comprehensive transition plan:

- Contact List: List of key transition personnel including, but not limited to, service transition project manager and Operations Manager (or similarly titled positions).
- Transition Meeting Schedule: Proposed meeting and call schedule including, but not limited to, meetings with the University Representative, University staff, and outgoing Supplier, if applicable, leading up to the Commencement Date.
- Container Procurement (if applicable): Schedule for purchase and manufacturing of Supplier provided Containers, including placement and sizing of Supplier logo and any wording that will be hot stamped on the Container for approval by the University. The University retains the right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.
- Container Assembly and Distribution (A&D) Plan (if applicable): Schedule for Container A&D including Container purchase, production, and shipment dates, days and hours of operations, and completion of A&D. A&D plan should identify A&D supplier and contact information and also describe staging areas, A&D route schedule, number of crews, expected number of Containers delivered per crew per day, method for assigning Containers to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database.
- Container Swaps (if applicable): Schedule for Container swaps including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
- Collection Containers: Schedule for providing manufacturer's detailed specifications documenting all collection Containers meet the specifications required. Schedule for purchasing all other collection Containers or, if applicable, plan to purchase and paint collection Containers from outgoing Supplier.
- Fleet: Schedule for purchase and delivery of all vehicles, and for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged). For all new purchases, Supplier shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date, along with periodic updates from the manufacturer.
- Collection Plan: Schedule for providing the collection plan that details vehicles, equipment, service levels, schedules, routes (in GIS format) that meets the requirements of the Agreement.
- Safety Plan: Schedule for providing a written copy of a safety plan covering all aspects of operations under the Agreement terms.
- Education and Outreach: Schedule to obtain University approval, produce, print, and implement Container decals, indicating waste stream guidelines per Container type.

- Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- Routing: Schedule for developing Solid Waste, Mixed Recyclables, Woody Waste and/or Concrete routes, identifying obstacles such as low trees and overhead wires, and conducting dry runs of collection routes.
- Service Verification System (if available): Schedule for providing and testing service verification system. Schedule for onsite training for university staff on the use of web-based service verification system by appropriately trained professional personnel, if applicable.

#### **4.2 TRANSITION PRIOR TO EXPIRATION OF COLLECTION SERVICES**

At the expiration of the Agreement and at no additional cost to the University, Supplier shall work with the University and the newly selected Supplier to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the University and newly selected Supplier, coordination and cooperation in delivery and removal of all Containers, and providing service information, as requested.

The University reserves the right to withhold payment to Supplier for the final month of service until Supplier has complied with all these requirements.

### **5. TERMS**

#### **5.1 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 contracted services shall begin will be January 1, 2025.

#### **5.2 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. on June 30, 2028.

#### **5.3 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. on June 30, 2030.

#### **5.4 TEMPORARY EXTENSION**

If due to unforeseen circumstances a new agreement has not been awarded prior to the Agreement expiration date, Supplier agrees to provide contracted services to the University for an additional ninety (90) Day period beyond the expiration of the Agreement at the then established service rates, provided the University requests said services in writing.

## **5.5 PRICE ADJUSTMENT**

Prices shall remain firm for the time between the effective date through June 30, 2025. Thereafter, any price changes, which may be approved by the University shall be subject to the following: 1) Price adjustments shall be subject to increases only if increases occur in the industry and 2) Such adjustment shall be solely based on the latest yearly percentage increase or decrease in the Consumers Price Index for All Urban Consumers (CPI-U), U.S. City Average, Garbage and Trash Collection, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Annual adjustments shall not exceed a maximum increase of 4% per year.

These adjustments will be calculated based on the percentage change in the CPI-U for Garbage and Trash Collection from the latest index published, and available for LSU's fiscal year ending 06/30, as compared to the index for the comparable month, one-year prior. In the event the CPI-U indicates a decrease, the rates shall reflect the reduction accordingly. Price change requests shall be in writing and submitted at least ninety (90) days prior to the end of the University's fiscal year period and must be supported by written evidence of increased costs to the Supplier. The University will not approve unsupported price increases that will solely increase the gross profitability of the Supplier. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University. Any approved cost adjustments shall become effective at the start of the University's new fiscal year (07/01).

## **5.6 TITLE TO SOLID WASTE AND RECYCLABLE MATERIALS**

The University shall hold title and ownership of all collected materials placed in Containers in the proper location. Supplier shall have no right to take, keep, process, alter, remove, or otherwise dispose of such materials, except that Supplier shall have the right and obligation to transport all such materials to the applicable Designated Facilities.

## **5.7 CHANGES AND MODIFICATIONS**

The University reserves the right to increase or decrease the number of containers, size of containers and schedule of pickups, per the bid pricing and/or to meet the applicable needs of the University. It is understood that in some cases, container locations, pick-up frequencies, number and types of collection containers and other contract elements must be changed or modified due to operational requirements of the University. Adjustments in Services will be made in accordance with written directions from the University representative.

## **5.8 NON-EXCLUSIVE SERVICES**

Supplier shall provide all applicable Containers, as well as the collection and hauling services of relevant waste streams from designated Service Areas upon request and as required in the terms of this Agreement; however, provision of this service is not exclusive to any one Supplier.

The University reserves the right to exclude the collection of any service materials from the Agreement terms to increase waste diversion.

## 5.9 LIQUIDATED DAMAGES

Supplier compliance with requirement standards set forth in the Agreement is of great importance. As such, the University will monitor the Supplier's activities for compliance. In the event Supplier fails to meet any standard or requirement within the Agreement terms, the University retains the right to assess liquidated damages. The University may impose liquidated damages to the Supplier for requirement standard violations at any point during the Agreement.

If any requirement standards are violated due to the Supplier's error of omission, the University shall have the option to notify the Supplier. Supplier shall promptly resolve error within twenty-four (24) hours. If the Supplier fails to perform consistent with the requirement standards, the University will be presumed to suffer harm. Such harm caused by the Supplier's substandard performance cannot be easily ascertained, and the Supplier and the University agree that the amount of liquidated damages are a reasonable estimate of just compensation to the University. In the event of the Supplier's failure to adhere to the requirement standards of this Agreement, up to \$20,000 per occurrence in liquidated damages will be determined to be valid requirement standard violations and shall be deducted from the monthly payment due to the Supplier from the University.

## 5.10 BACKGROUND CHECKS

Due to the diverse work force, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the Supplier must have criminal history checks conducted on all security and personnel providing service to the University. Upon request by LSU-FPO, supplier must provide a letter certifying that criminal history checks have been conducted on all security personnel providing service to the University for LSU-FPO. If the supplier adds employees to the roster, then an updated letter shall be provided. The criminal history check information must be maintained on file by the supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The supplier shall be required to adhere to all University policies and background checks shall meet standard requirements for all public employees at LSU.

## 6. SUPPLIER SUBMITTALS

### 6.1 DISPOSAL FACILITY INFORMATION – MANDATORY SUBMITTALS WITH BID RESPONSE

**The following information (a-c) is mandatory with bid response. Failure to submit this information with bid response shall cause rejection of the bid.**

- a. Suppliers are required to specify the primary Landfill, along with their associated Tipping Fees, to be used for the disposal of the University's Solid Waste within the Bid Response.
- b. Suppliers shall submit a location to be considered as the Designated Recovery Facility for Woody Waste as described, along with the associated Tipping Fees within their Bid Response.
- c. Suppliers shall submit a location to be considered as the Designated Recovery Facility for Concrete as described, along with the associated Tipping Fees within their Bid Response.

## **6.2 SUPPLIER QUALIFICATIONS & INFO– MANDATORY SUBMITTALS PRIOR TO AWARD**

Suppliers must be able to demonstrate that they are fully experienced with a successful track record of accomplishment in waste and recycling collection and disposal of similar style, type and volume based on the University's demographics. All qualified Suppliers should provide the following information/documentation with their bid submittal, that demonstrates the following criteria (a-e); if not submitted with the bid response, **this information must be submitted prior to award:**

### **a. REQUIRED LICENSES AND CERTIFICATIONS**

A valid Solid Waste Transporter permit AND a copy of the Solid Waste disposal permit for any Landfill or disposal facility that will be used and identified by the Supplier under the Agreement terms.

### **b. PREVIOUS RELEVANT EXPERIENCE**

- Supplier must have a minimum of five (5) years of active and continuous experience in waste and/or recycling collection and hauling.
- A minimum of one (1) year of an equivalent size Agreement for collection and removal of designated materials as it pertains to the service and category of the bid submittal.

The Supplier shall include:

- i. Three (3) examples over the past five (5) years that are in progress or completed, with one (1) being comparable in size, scope and similar environment to the University demographics and scope of work within this ITB. Names and contact information of such entities must be included.
- ii. A detailed description of the relevant work performed and how it relates to the Scope of Work outlined within this ITB. LSU may not be listed as one of the examples.

### **c. DESIGNATED FACILITIES**

- Supplier must include hours of operation and any holiday closures of the primary Landfill, Woody Waste recovery facility and Concrete Recovery Facility.

### **d. ACCEPTED MATERIAL STANDARDS**

A list of guidelines that details the materials and standards that are accepted and not accepted:

- Within Front Load Containers (reference Section 2.4 A p.11 for details)
- At Woody Waste Recovery Location (reference Section 2.7 C for details)
- At Concrete Recovery Location (reference Section 2.7 C for details)

### **e. ACKNOWLEDGEMENTS**

Acknowledgement of 3<sup>rd</sup> party compaction services that may be performed on Roll Off Containers utilized within this agreement at certain locations and for certain events.

## DEFINITIONS

**After Hours** – Any time outside of the defined Normal Business Hours and Holidays.

**Agreement/Contract** – A binding legal document between Louisiana State University and the Supplier, as it pertains to the terms set forth for solid waste and mixed recyclables collection services, including exhibits, written amendments as modified, supplemented, or restated from time to time. Contract shall have the meaning of Contract or Contracts.

**Applicable Law** – All applicable federal and State of Louisiana laws, local (municipal and parish) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Bid Response** – The entirety of a supplier’s responses to this ITB, including any and all supplemental offers or information not explicitly requested within this ITB.

**Bulky Waste** – Any non-flammable, non-hazardous item comprised of large, discarded materials such as appliances, furniture, or any large non-hazardous objects.

**Collection Schedule** – The predetermined timetable agreed upon by the University and the Supplier detailing the frequency and times at which collection services will occur.

**Commencement Date** – The date services pursuant to this Agreement shall commence.

**Compactors** – Machines that reduce the volume of Solid Waste by crushing, compression or compaction. A compactor collection truck is equipped with hydraulic ram and a compactor plate that reduces volume by pushing and compressing waste into the main body of the truck.

**Concrete** – A construction material composed of a mixture of cement, aggregate (such as sand, gravel or crushed stone), and water which hardens over time to form a solid, durable mass. This collected material from the University under the terms of the Agreement shall be prioritized to be processed to be reused in aggregate in new construction projects or other applications.

**Container(s)** – Any durable Dumpster, Bin, Compactor, Roll Off, or other Container available in various size capacities and approved by the University Representative to be used for the temporary storage of various waste streams and constructed to be compatible with waste collection vehicles for easy and efficient emptying.

**Construction & Demolition Debris (C&D)**– Waste materials generated from construction projects including but not limited to, drywall, plywood, paneling, lumber and other building materials such as cabinets, carpeting, disassembled household fixtures and small amounts of sod, earth, clay, sand, concrete, and rocks.

**Customer** – Any residential unit, business unit, or public building designated by the University as a recipient or beneficiary of the contracted Services pursuant to the Agreement terms.

**Day** – One calendar day, unless otherwise noted herein.

**Designated Facility(s)** – The facility(s) authorized and identified in the Agreement terms where waste materials are either disposed at a Landfill or processed for recovery and reuse at a Designated Recovery Facility.

**Designated Recovery Facility(s)** – The facility(s) authorized to be used to deliver specific waste streams for repurpose or reuse (Woody Waste, Concrete, Mixed Recyclables) under the Agreement terms.

**Dumpster** – A large metal box for collection services, usually of one-cubic to eight-cubic yard in size, lifted by mechanical means.

**Effective Date** – The date upon which both Parties fully execute this Agreement. The later signature date shall be the Effective Date.

**Excluded Waste** – Hazardous material, radioactive, volatile, corrosive, highly flammable, explosive biomedical, infections, biohazardous, toxic or listed as characteristic hazardous material as defined by Applicable Law or any otherwise regulated waste.

**Front Load Containers**– Heavy duty steel containers, used for collection of materials, designed with open top lids or sliding doors, usually of two to eight-cubic yards in size and lifted by mechanical means. Some come with locks to prevent unauthorized access, and some may have wheels to facilitate easier movement, when necessary.

**Front Load Collection** - Collection of Solid Waste and/or Recyclables, where front loading arms or other devices extend from a collection vehicle, grasp or otherwise manipulate Dumpsters by lifting them overhead to tip them into a vehicle and set them back down on the ground. Fully automated collection requires no manual labor to grasp Dumpsters.

**Garbage** – Putrescible Solid Waste generated from University buildings and grounds that includes animal and vegetable matter from the handling, preparation, cooking and serving of foods, but that does not include industrial waste or sewage sludge. This includes debris which will fit into Containers.

**Holiday** – Assigned days when the University is closed and which the Supplier is not required to provide collection services, unless otherwise specified by the University. Collection services shall resume on the next calendar day, following a Holiday. New Year’s Day, Martin Luther King Jr. Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Landfill** – An engineered facility on land that is in accordance with Subtitle D of the Resource Conservation and Recovery Act (RCRA), designed and operated for the burial of Solid Waste in a manner that protects human health and the environment by having established requirements with respect to location, operation, design, groundwater monitoring, corrective action, closure and post-closure and financial assurance.

**Material Recovery Facility (MRF)**– Building where mixed recyclables are separated and processed including sorting and bailing or where source separated recyclables are processed for sale to various markets.

**Manual Collection** – The collection of Solid Waste or Recyclables where workers grasp, lift and empty cans or toss bags into hoppers or buckets on a collection vehicle.

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



**Mixed Recyclables** - Program Recyclables designated for recycling by generators' placement with other recyclable materials mixed in a single, common container for collection.

**Must/Shall/Will** – Indicates a mandatory requirement. Failure to meet these mandatory requirements will result in rejection of bid(s).

**Normal Business Hours** – The standard operating hours of awarded Supplier during which routine business activities are performed as a part of the scope and terms of the Agreement. Normal Business Hours will be defined as Monday through Friday from 6 a.m. to 3 p.m., and Saturday from 6 a.m. to 12 p.m., excluding Holidays.

**Operations Manager** – The individual designated in writing by the Designated Hauler to represent all matters relating to the management and implementation of the Agreement.

**Party(s)** - The authorized Supplier and/or the University.

**Program Recyclables** – Materials included in the University's Mixed Recyclables program that have been defined as accepted recyclable commodities, under the Agreement terms. These materials are segregated from other materials in the waste stream and placed in separate, designated Containers to be collected, hauled and delivered to a Designated Recovery Facility under the terms of the Agreement.

**Rear Load Collection** – The method of waste collection where waste is manually or semi-automatically loaded into the rear of a waste collection truck. Manual loading requires workers to physically lift and empty the waste containers into the rear of the truck. Semi-automatic loading combines manual labor with mechanical assistance to improve efficiency.

**Recycle Contamination** – Materials that are mixed with and collected with Program Recyclables that do not meet the material standards identified within the Program Recyclables list. The Program Recyclables list will be provided to Designated Hauler(s) by the Commencement Date.

**Roll Off Containers** – A large metal box, characterized by a rectangular footprint with wheels, normally used to store, collect and transport Construction and Demolition (C&D) debris, Bulky Waste or other large amounts of Solid Waste, or Recyclables, usually of the ten, twenty, thirty or forty cubic yard size which are lifted by mechanical means. These containers may either be open-top or closed compaction type.

**Scrap Metal** – Bulky waste metal, including both ferrous and non-ferrous metals, suitable for recycling, such as White Goods, vehicle parts, building supplies and surplus materials from manufacturing and construction.

**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 Supplier is responsible for performing contracted duties.

**Services** – The collection, transportation and delivery of Solid Waste, and/ or Recyclable Materials, from designated University sites to Designated Facilities under the Agreement terms.

**Solid Waste** – Non-segregated discarded materials from the University that are in solid or semi-solid form, and generated by various human activities including residential, commercial and institutional operations, which include garbage, refuse, trash and other solid waste generated by occupants of University buildings and patrons on University grounds. For the purposes of this bid solicitation, Solid Waste shall not include sludge or materials that are segregated in separate Containers and classified as a recoverable commodity to be processed for reuse.

**Solid Waste Contamination**– The admixture of any Solid Waste with any amount of Excluded Waste, or any other type of waste not meeting the definition of Solid Waste.

**Supplier** - The individual, company(ies), or entity(ies) that submits a bid in response to this ITB, with the intent of providing goods and services as specified in this ITB. Supplier also encompasses the entity who will become authorized by the University to provide waste collection and hauling services under the terms of the Agreement. The Supplier is responsible for the execution of all services outlined in the Contract.

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

**Tipping Fee** – Fee charged for accepting recyclables, solid waste, woody waste, concrete, etc., at a solid waste management facility, such as a Material Recovery Facility, or sanitary Landfill.

**Transfer Station** – Facility that receives and consolidates Solid Waste, Recyclables, or materials to be recovered, from commercial collection trucks and self-hauler vehicles and loads the materials onto tractor trailers, railcars or barges for long-haul transport to a distant disposal facility.

**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.

**White Goods** – Discarded domestic and commercial appliances, such as refrigerators, ranges, freezers, washers, dryers, dishwashers, water heaters, etc.

**Waste Material** – All nonhazardous Solid Waste generated at University dwellings and on University grounds. Waste Material shall not include any Excluded Waste.

**Woody Waste** – Solid waste comprised of glass clippings, shrubs and tree cutting, branches and other organic wastes resulting from lawn care and gardening.

## Attachment A: Front Load Containers (Solid Waste)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS
DINING	459 COMMONS	8	6	M-T-W-Th-F-Sa
		8	6	M-T-W-Th-F-Sa
	FACULTY CLUB	8	3	M-W-F
	THE '5'	8	6	M-T-W-Th-F-Sa
		8	6	M-T-W-Th-F-Sa
	FOSTER HALL/SUBWAY	6	3	M-W-F
	CITY PORK / NEW DESIGN SCHOOL	8	3	M-W-F
CC COFFEE / MAIN LIBRARY	6	6	M-T-W-Th-F-Sa	
	6	6	M-T-W-Th-F-Sa	
RES LIFE	BROUSSARD LOADING DOCK	8	3	M-W-F
	EVANGELINE	6	3	M-W-F
	ANNIE BOYD	6	3	M-W-F
	BLAKE	8	3	M-W-F
	CYPRESS HALL	8	4	M-W-F-Sa
		8	4	M-W-F-Sa
	EDWARD GAY APTS	8	4	M-W-F-Sa
		8	4	M-W-F-Sa
	HERGET	8	4	M-W-F-Sa
		8	4	M-W-F-Sa
	MCVOY	8	3	M-W-F
	MILLER	8	4	M-W-F-Sa
		8	4	M-W-F-Sa
	PENTAGON BARRACKS	8	4	M-T-W-F
	WEST LAVILLE	8	3	M-W-F
	EAST LAVILLE	8	4	M-T-W-F
	SPRUCE HALL	8	4	M-W-F-Sa
	EAST CAMPUS APTS	8	3	M-W-F
		8	3	M-W-F
		8	3	M-W-F
		8	3	M-W-F
	WEST CAMPUS APTS	8	3	M-W-F
		8	3	M-W-F
8		3	M-W-F	
RES COLLEGE 1 (NORTH)	8	4	M-T-W-F	
RES COLLEGE 2/3 (WEST)	8	4	M-T-W-F	
RES LIFE WAREHOUSE RIVER	8	4	M-T-W-F	
ACADIAN HALL / FRENCH HOUSE	8	3	M-W-F	

### Attachment A: Front Load Containers (Solid Waste)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS
AUXILIARY- MAIN CAMPUS	LAB SCHOOL CAFETERIA	8	3	M-W-F
	LOD COOK ALUMNI CENTER	8	5	M-T-W-Th-F
		8	5	M-T-W-Th-F
	PROPERTY MANAGEMENT/ XEROX	6	1	TUE
	UREC	8	2	M-TH
	UREC FIELD COMPLEX	8	1	THU
	CAMPUS FED CREDIT UNION	8	1	THU
	U-STORES	6	1	TUE
	TTEC	8	1	WED
	LTRC	6	2	T-F
	LSU FOUNDATION	4	3	M-W-F
	STUDENT HEALTH CENTER	4	2	TUE-THU
	EHS WAREHOUSE	6	1	WED
	BARNES & NOBLE BOOKSTORE	8	3	M-W-F
	LSU CHILDCARE CENTER	6	3	M-W-F
	FIRST TRANSIT	4	1	M
LA HOUSE GOURRIER LN	4	EOW	TUE	
AUXILIARY- OFF CAMPUS	AUDUBON SUGAR INSTITUTE	4	1	TUE
	SOUTH CAMPUS BLDG 3110	8	2	M-TH
	SOUTH CAMPUS-BLDG 3100	8	2	M-TH
	SOUTH CAMPUS-BLDG 3005	8	2	M-TH
	CALLEGARI CENTER	8	1	TUE
GREEK LIFE	PHI MU / DELTA GAMMA	8	3	M-W-F
	TRI DELTA / DELTA ZTA	8	5	M-T-W-TH-F
	ZTA GROUP	8	3	M-W-F
		8	3	M-W-F
		8	3	M-W-F
		8	3	M-W-F
	ALPHA DELTA PI	6	3	M-W-F
	KAPPA DELTA	4	3	M-W-F
	PI KAPPA PSI / ALPHA GAMMA RHO	8	1	WED
	SIGMA PHI EPSILON	8	2	T-F
	PI KAPPA PHI	8	2	T-F
	CHI OMEGA	8	2	TU-TH
	EAST FRAT LANE	8	1	M-W-F
8		1	M-W-F	
8		1	M-W-F	

### Attachment A: Front Load Containers (Solid Waste)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS
GREEK LIFE CONT.	EAST FRAT CIRCLE	8	3	M-W-F
		8	3	M-W-F
		8	3	M-W-F
		8	3	M-W-F
	TKE / SIGMA NU	6	3	M-W-F
	KAPPA SIGMA	2	1	T
	SIGMA ALPHA EPSILON / ACACIA	8	2	T-F
RELIGIOUS	TAU OMEGA / BAPTIST CENTER	6	3	M-W-F
	CATHOLIC STUDENT CENTER	8	2	T-F
	CHAPEL ON THE CAMPUS	8	2	M-TH
	ST ALBANS CHURCH	6	1	TUE
	BR INSTITUTE /LUTHERAN CENTER	4	1	TUE
	PRESBYTERIAN CHURCH	6	1	M
ATHLETICS	MADDOX FIELD HOUSE	6	3	M-W-F
		6	3	M-W-F
	TENNIS FACILITY	8	2	M-TH
	NATATORIUM	8	1	F
	ATHLETIC OPERATIONS	8	6	M-T-W-Th-F-SA
	GOLF PRACTICE FACILITY (U-CLUB)	8	3	M-W-F
	ATHLETIC ADMINISTRATION	8	3	M-W-F
TIGER STADIUM / HODGES HALL	8	5	M-T-W-TH-F	
VET MED	VET SCHOOL BRIGHTSIDE LAN	8	2	TU-TH
	VET SCHOOL, HANDSEN-RAPTO	4	1	M
	VET SCHOOL, LAADL/INCINER	4	3	M-W-F
ACADEMIC	STRATEGIC COMMUNICATION	8	2	T-F
	ALLEN	8	3	M-W-F
	LOCKETT/STUBBS/AUDUBON	8	3	M-TH
	COATES	8	3	M-W-F
	NORTH COATES	8	3	M-W-F
		8	3	M-W-F
	COTTON FIBER LAB	4	1	TUE
	ELECTRICAL ENG	6	1	M
	ART STUDIO / HOWE-RUSSELL	8	3	M-W-F
	EB DORAN AGRICULTURAL ENG	6	1	THU
	H.D. WILSON LABS	8	1	THU
	PATRICK F TAYLOR / BEC	8	6	M-T-W-Th-F-Sa
		8	6	M-T-W-Th-F-Sa
	LETC	8	5	M-T-W-TH-F
LIFE SCIENCE	8	5	M-T-W-TH-F	

## Attachment A: Front Load Containers (Solid Waste)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS
ACADEMIC CONT.	MUSIC & DRAMATIC ARTS	6	3	M-W-F
	BAND HALL ADMINISTRATION	6	2	TU-TH
	RENEWABLE NAT RESOURCES	4	1	THU
	NICHOLSON	8	2	TU-TH
	PEABODY	4	3	M-W-F
	DALRYMPLE BUILDING	6	2	M-TH
	FRANCIONI HALL	6	1	TUE
	ROTC	8	3	M-W-F
	STURGIS BACK DOCK	4	3	M-W-F
	SWINE PALACE	4	1	WED
	INGRAM HALL	2	1	WED
	PETROLEUM ENG	8	1	THU
	HILL FARM	6	1	THU
	ENERGY COAST & ENVIRONMENT	8	2	TU-TH
	ECE BOAT & TRUCK MNTCE	4	1	WED
	TIGER BAND HALL	8	1	M
	EFFERSON	8	1	THU
	NICHOLSON HALL RECEIVING	8	2	M-TH
	PARKER COLISEUM NORTH	6	1	TUE
	FRIENDS OF THE LIBRARY	8	EOW	THU
	PLEASANT HALL	8	5	M-T-W-TH-F
	SEA GRANT SHOP	8	1	WED
	LSU POLICE FIRING RANGE	4	1	TUE
	HILL-TOP ARBORETUM	6	1	WED
	AG CHEM BUILDING	4	1	WED
	PUBLIC SAFETY	6	1	WED
	CHOPPIN ANNEX	6	3	M-W-F
		6	3	M-W-F
	JOHNSTON HALL	8	3	M-W-F
	AQUATIC GERMPPLASM	8	2	M-TH
	FOOD INCUBATOR BOTTLING	8	1	M
	CENTER FOR RIVER STUDIES	6	1	M
	SHAW CENTER DOWNTOWN	6 COMP	4	M-W-F-SA
BUILDING SERVICES - ADMIN	6	1	WED	
CARPENTER SHOP	2	2	M-TH	
	2	2	M-TH	
FACILITY SERVICES BUILDING	8	1	TUE	
ENGINEERING LAB ANNEX ANX	8	1	TUE	
ENGINEERING R&D	8	1	TUE	

## Attachment A: Front Load Containers (Solid Waste)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS
ACADEMIC CONT.	BUILDING SERVICES WAREHOUSE	6	1	TUE
	POWER HOUSE	6	2	M-TH
		8	1	TUE
		8	1	TUE
	TOWER DRIVE-TEMP	2	1	F

### FEL-SW Container & Collection Summary

Container Size	Total Quantity	Monthly Collection Frequency						
		EOW	1x	2 X	3 x	4 x	5 x	6 x
2 CY	5	N/A	3	2	N/A	N/A	N/A	N/A
4 CY	17	1	10	1	5	N/A	N/A	N/A
6 CY	33	N/A	15	4	12	N/A	N/A	2
8 CY	101	1	20	17	35	14	7	7
<b>Total</b>	<b>156</b>	<b>2</b>	<b>48</b>	<b>24</b>	<b>52</b>	<b>14</b>	<b>7</b>	<b>9</b>

### Attachment B: Front Load Containers (Mixed Recyclables)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS	
DINING	459 COMMONS	8	5	M-T-W-Th-F	
		8	5	M-T-W-Th-F	
	FACULTY CLUB	8	5	M-T-W-Th-F	
	STUDENT UNION DOCK	8	6	M-T-W-Th-F-Sa	
	THE '5'	8	5	M-T-W-Th-F-Sa	
	FOSTER HALL/SUBWAY	6	2	MON-THU	
	CITY PORK / JULIAN T. WHITE HALL NUCLEAR SCIENCE LOT	8	3	M-W-F	
	CC COFFEE / MAIN LIBRARY	8	5	M-T-W-Th-F	
RES LIFE	BROUSSARD LOADING DOCK	8	1	THU	
	EVANGELINE	6	1	THU	
	ANNIE BOYD	6	1	THU	
	BLAKE	8	1	THU	
	CYPRESS HALL	8	1	THU	
	EDWARD GAY APTS	8	1	THU	
	HERGET	8	1	THU	
	MCVOY	8	1	THU	
	MILLER	8	1	THU	
	PENTAGON BARRACKS	8	1	THU	
	WEST LAVILLE	8	1	THU	
	EAST LAVILLE	8	1	THU	
	SPRUCE HALL	8	1	THU	
	EAST CAMPUS APTS		6	1	THU
			8	1	THU
	WEST CAMPUS APTS		8	1	THU
			8	1	THU
			8	1	THU
	RES COLLEGE 1 (NORTH)	8	1	M-T-W-F	
	RES COLLEGE 2/3 (WEST)	8	1	M-T-W-F	
RES LIFE WAREHOUSE RIVER	8	4	M-T-W-F		
	ACADIAN HALL/ FRENCH HOUSE	8	3	M-W-F	
AUXILARY-MAIN CAMPUS	LAB SCHOOL CAFETERIA	8	2	TUE-THU	
	LOD COOK ALUMNI CENTER	8	2	TU-TH	
	OLD PRINTING BUILDING	8	EOW	TUE	
	UREC	8	1	WED	
	UREC FIELD COMPLEX	6	1	THU	
	CAMPUS FED CREDIT UNION	8	1	WED	



### Attachment B: Front Load Containers (Mixed Recyclables)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS	
AUXILIARY-MAIN	U-STORES	6	1	WED	
	TTEC	8	1	WED	
CAMPUS CONT.	LSU FOUNDATION	4	3	M-W-F	
	STUDENT HEALTH CENTER	8	1	WED	
	EHS WAREHOUSE	6	2	TUE-THU	
	BARNES & NOBLE BOOKSTORE	8	3	M-W-F	
	LSU CHILDCARE CENTER	6	2	TUE-FRI	
	LA HOUSE GOURRIER LN	6	EOW	WED	
	GOLF COURSE	8	1	WED	
	AUXILIARY-OFF CAMPUS	SOUTH CAMPUS BLDG 3110	8	2	TUE-FRI
	SOUTH CAMPUS-BLDG 3100	8	2	TUE-FRI	
	SOUTH CAMPUS-BLDG 3005	8	2	TUE-FRI	
	SOUTH CAMPUS-BLDG 3030 (NCRT)	8	1	TUE	
GREEK LIFE	PHI MU / DELTA GAMMA	6	1	M	
	TRI DELTA / DELTA ZTA	6	2	TUE-FRI	
	ZTA GROUP	6	3	M-W-F	
RELIGIOUS	CHAPEL ON THE CAMPUS	4	EOW	WED	
	ST ALBANS CHURCH	6	EOW	WED	
	BR INSTITUTE / LUTHERAN CENTER	4	1	TUE	
	PRESBYTERIAN CHURCH/ UNITED METHODIST	6	1	WED	
ATHLETICS	MADDOX FIELD HOUSE	8	1	FRI	
	PMAC / HP LONG	8	3	M-W-F	
	ATHLETIC OPERATIONS	8	5	M-T-W-TH-F	
	ATHLETIC ADMINISTRATION	8	2	TUE-FRI	
	TIGER STADIUM / HODGES HALL	8	3	M-W-F	
ACADEMIC	STRATEGIC COMMUNICATIONS	2	2	M-W	
	ALLEN	8	3	M-W-F	
	LOCKETT/STUBBS/AUDUBON	8	1	WED	
	COATES	8	3	M-W-F	
	NORTH COATES		8	3	M-W-F
			8	3	M-W-F
	ELECTRICAL ENG	6	EOW	WED	
	ART STUDIO / HOWE-RUSSELL LOT	8	3	M-W-F	
	HUMAN ECOLOGY LOT	8	1	WED	
	H.D. WILSON LABS	6	1	THU	
	PATRICK F TAYLOR / BEC		8	3	M-W-F
			8	3	M-W-F

## Attachment B: Front Load Containers (Mixed Recyclables)

CATEGORY	LOCATION NAME	CONTAINER SIZE (CY)	COLLECTION FREQUENCY	SERVICE DAYS
ACADEMIC CONT.	EB DORAN (AG. ENG.)	6	1	WED
	LETC	8	3	M-W-F
	LIFE SCIENCE	8	3	M-W-F
	MUSIC & DRAMATIC ARTS	8	1	WED
	BAND HALL ADMINISTRATION	8	1	WED
	RENEWABLE NAT RESOURCES	8	2	TU-FRI
	NICHOLSON	8	1	WED
	PEABODY	6	1	WED
	DALRYMPLE BUILDING	6	1	WED
	FRANCIONI HALL	6	1	WED
	ROTC	6	1	WED
	ENERGY COAST & ENVIRON.	8	2	MON-THU
	TIGER BAND HALL	8	2	TUE-FRI
	EFFERSON	8	2	W-F
	PARKER COLISEUM NORTH	8	EOW	WED
	FRIENDS OF THE LIBRARY	8	EOW	WED
	PLEASANT HALL	8	1	WED
	SEA GRANT SHOP	8	EOW	WED
	AG CHEM BUILDING	8	EOW	WED
	PUBLIC SAFETY	8	1	WED
	CHOPPIN ANNEX /KNAPP/FREY	8	3	M-W-F
	JOHNSTON HALL	8	2	TUE-FRI
	BUILDING SERVICES - ADMIN	6	1	WED
	FACILITY SERVICES BUILDING	8	1	WED
	ENGINEERING LAB ANNEX ANX	8	1	WED
	ENGINEERING R&D	8	1	TUE
	LANDSCAPE SERVICES	8	2	TUE-FRI
	WAREHOUSE - TEMP - 4161 GOURRIER	8	EVERY 4 WEEKS	TUES
	PERTT LAB	4	1	FRI
	CENTER FOR RIVER STUDIES	6	1	WED

### FEL-Mixed Recyclables Container & Collection Summary

Container Size	Total Quantity	Monthly Collection Frequency							
		Every 4 wks	EOW	1x	2 X	3 x	4 x	5 x	6 x
2 CY	1	n/a	n/a	n/a	1	n/a	n/a	n/a	n/a
4 CY	4	n/a	1	2	n/a	1	n/a	n/a	n/a
6 CY	23	n/a	3	15	4	1	n/a	n/a	n/a
8 CY	76	1	5	34	12	15	1	6	1
<b>Total</b>	<b>104</b>	<b>1</b>	<b>9</b>	<b>51</b>	<b>17</b>	<b>17</b>	<b>1</b>	<b>6</b>	<b>1</b>

**Price Sheet - Compactor, Roll-Off & Prentice Load Unit Pricing**

**Self - Contained Compactors** - All self-contained Compactors will be charged a monthly rental rate for use of Container. A Compactor haul rate shall apply to all Compactors, with the exception of the 6 cubic yard compactor. The Compactor haul rate shall include both the pickup up and return charges to transport and haul to and from service location and the Designated Facility. Tipping Fees for Landfill disposal will be a separate fee and not factored into the haul cost. All Suppliers shall include pricing to conduct Compactor hauls during Normal Business Hours and After Hours.

Container Size	6 Cubic Yard			20 Cubic Yard			30 Cubic Yard			34 Cubic Yard		
	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount
Monthly Rental Fee	\$	12	\$	\$	1	\$	\$	1	\$	\$	60	\$
Compactor Haul (normal hours)	\$		\$	\$	1	\$	\$	1	\$	\$	167	\$
Compactor Haul (after hours)	\$		\$	\$	1	\$	\$	1	\$	\$	14	\$

**Price Sheet - Compactor, Roll-Off & Prentice Load Unit Pricing**

**Solid Waste, segregated Woody Waste, segregated Concrete, & Mixed Recyclables Roll Off Containers** - The Delivery/Haul charge shall be an all inclusive flat fee for each permanent and temporary roll off container utilized that includes the delivery, removal, rental, and hauling costs to and from site location to a Landfill or Designated Facility. Costs associated with Tipping Fees for Solid Waste, segregated Woody Waste and segregated Concrete will be charged separately and shall accompany each delivery/haul charge. Tipping Fees at the Designated Recovery Facility for Mixed Recyclables and/or segregated cardboard shall not apply. For events such as Move-In/Move-Out and any other event, where roll off deliveries may need to be staged temporarily, Suppliers shall submit separate pricing to relocate roll-offs. The relocation fee will be a one time relocation charge per occurrence and only apply if roll offs will need to be relocated, once they are initially delivered. A Tipping fee shall not apply or accompany any relocation charge. Include both Normal Business Hours and After Hours pricing within the price form.

**Solid Waste Roll-Offs**

Container Size	20 Cubic Yard			30 Cubic Yard			40 Cubic Yard		
	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount
Delivery/Haul (normal hours)	\$	79	\$	\$	1,002	\$	\$	7	\$
Delivery/Haul (after hours)	\$	1	\$	\$	7	\$	\$	1	\$
Relocation Fee (normal hours)	\$	1	\$	\$	5	\$	\$	1	\$
Relocation Fee (after hours)	\$	1	\$	\$	30	\$	\$	1	\$

**Mixed Recyclables Roll-Offs**

Container Size	20 Cubic Yard			30 Cubic Yard			40 Cubic Yard		
	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount
Delivery/Haul (normal hours)	\$	68	\$	\$	25	\$	\$	1	\$
Delivery/Haul (after hours)	\$	1	\$	\$	1	\$	\$	1	\$
Relocation Fee (normal hours)	\$	1	\$	\$	1	\$	\$	1	\$
Relocation Fee (after hours)	\$	1	\$	\$	1	\$	\$	1	\$

**Woody Waste Roll-Offs**

Container Size	20 Cubic Yard			30 Cubic Yard		
	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount
Delivery/Haul (normal hours)	\$	12	\$	\$	76	\$

**Concrete Roll Offs**

Container Size	20 Cubic Yard		
	Per Unit Price	Qty.	Extended Amount
Delivery/Haul (normal hours)	\$	37	\$

**Price Sheet - Compactor, Roll-Off & Prentice Load Unit Pricing**

**Prentice Load Services-** All Suppliers shall submit per unit pricing for on-call prentice load services for debris pick up. The Delivery/Haul price shall include the cost associated with debris removal and the haul cost which accounts for the trip charges to and from service location to a Designated Facility for disposal. Tipping fees to dispose shall be reflected separately in the per ton pricing at the applicable Designated Facility.

Service Type	20 Cubic Yard		
	Per Unit Price	Qty.	Extended Amount
Delivery/Haul (normal hours)	\$	10	\$

**Designated Facilities-** All Suppliers shall submit the name of the primary Landfill to be used for the disposal of the University's Solid Waste, along with its associated Tipping Fees with the Bid Response. Suppliers shall also submit a location that accepts segregated Woody Waste and a location that accepts segregated Concrete to be repurposed, along with its associated Tipping Fees, with the Bid Response. For locations where pricing is based on a cubic yard metric, Suppliers are required to use a standard density of 400 pounds per cubic yard for Woody Waste, and provide pricing based on weight, in order to compare pricing within the bid. (Example: (691 tons x 2000)/400 = 3,456 cubic yards)

	Per Unit Price (per ton)	Qty	Extended Amount
Landfill Tipping Fee		2,900	

	Per Unit Price (per ton)	Qty	Extended Amount
Woody Waste Tipping Fee	\$	691	\$

	Per Unit Price (per ton)	Qty	Extended Amount
Concrete Tipping Fee	\$	589	\$

Primary Landfill Name & Address	Hours of Operation (including any holiday closures)
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Woody Waste Recovery Facility Name & Address	Hours of Operation (including any holiday closures)
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Concrete Recovery Facility Name & Address	Hours of Operation (including any holiday closures)
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**Price Sheet - Front End Load Solid Waste and Recycling Haul Unit Price**

**Solid Waste FEL Dumpster Cost Per Month** - includes rental of container, collection, hauling and associated Landfill Tipping Fees. On-Call Lift and Extra Collections (after hours) pricing shall include special events, such as, but not limited to football game day, and residential move-in and move-out , when emptying of front load dumpsters are required on Sunday. For any temporary dumpsters used, including special events, the on-call lift pricing shall be reflected. \*EOW = Every Other Week

Container Size	2 Cubic Yard			4 Cubic Yard			6 Cubic Yard			6 Cubic Yard (Compactor)			8 Cubic Yard			10 Cubic Yard		
Collection Frequency	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount
On-Call Lift (normal hours)	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	12	\$
On Call Lift (after hours)	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	42	\$
1x month	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$			
EOW	\$	1	\$	\$	12	\$	\$	1	\$	\$	1	\$	\$	12	\$			
1x Week	\$	36	\$	\$	120	\$	\$	180	\$	\$	1	\$	\$	240	\$			
2x Week	\$	24	\$	\$	12	\$	\$	48	\$	\$	1	\$	\$	204	\$			
3x Week	\$	36	\$	\$	60	\$	\$	288	\$	\$	1	\$	\$	420	\$			
4x Week	\$	1	\$	\$	1	\$	\$	1	\$	\$	12	\$	\$	168	\$			
5x Week	\$	36	\$	\$	24	\$	\$	1	\$	\$	1	\$	\$	35	\$			
6x Week	\$	1	\$	\$	1	\$	\$	24	\$	\$	1	\$	\$	35	\$			
1x Xtra Collection (normal hours)	\$	5	\$	\$	12	\$	\$	20	\$	\$	1	\$	\$	50	\$	\$	12	\$
1x Xtra Collection (after hours)	\$	1	\$	\$	1	\$	\$	20	\$	\$	1	\$	\$	15	\$	\$	12	\$
1x Xtra Yardage	\$	20	\$	\$	20	\$	\$	15	\$			\$	\$	15	\$	\$	12	\$

**Delivery, Relocation and Removal of Front Load Containers for Solid Waste & Recycling** - Delivery fee pricing shall include a flat fee for the one-time delivery of a front load container to be used temporarily. The relocation fee pricing shall include a flat fee for the relocation of a front load container to a different site on campus. The removal fee pricing shall include a flat fee for the removal of a container, once used and no longer needed. Delivery, relocation and removal fee pricing will take into account those services needed for special occurrences or events, such as but not limited to, football game day events, which may include Sundays. ☒

Delivery Fee Per Container (normal hours)				Relocation Fee Per Container (normal hours)				Removal Fee Per Container (normal hours)			
Container (Cntr.) Size	Per Unit Price	Qty.	Extended Amount	Cntr. Size	Per Unit Price	Qty.	Extended Amount	Cntr. Size	Per Unit Price	Qty.	Extended Amount
2 CY	\$	5	\$	2 CY	\$	1	\$	2 CY	\$	1	\$
4 CY	\$	10	\$	4 CY	\$	1	\$	4 CY	\$	1	\$
6 CY	\$	30	\$	6 CY	\$	12	\$	6 CY	\$	15	\$
8 CY	\$	19	\$	8 CY	\$	12	\$	8 CY	\$	15	\$
10 CY	\$	42	\$	10 CY	\$	1	\$	10 CY	\$	1	\$

Delivery Fee Per Container (after hours)				Relocation Fee Per Container (after hours)				Removal Fee Per Container (after hours)			
Container Size	Per Unit Price	Qty.	Extended Amount	Cntr. Size	Per Unit Price	Qty.	Extended Amount	Cntr. Size	Per Unit Price	Qty.	Extended Amount
2 CY	\$	1	\$	2 CY	\$	1	\$	2 CY	\$	1	\$
4 CY	\$	1	\$	4 CY	\$	1	\$	4 CY	\$	1	\$
6 CY	\$	1	\$	6 CY	\$	1	\$	6 CY	\$	21	\$
8 CY	\$	1	\$	8 CY	\$	1	\$	8 CY	\$	12	\$
10 CY	\$	12	\$	10 CY	\$	1	\$	10 CY	\$	42	\$

**Mixed Recyclables FEL Dumpster Cost Per Month** - includes rental of containers, collection and all hauling charges. Tipping fees and/or Processing fees shall not be factored into pricing. On-Call Lift and Extra Collections (after hours) pricing shall include special events, such as, but not limited to football game day, when emptying of front load dumpsters are required on Sunday. For any temporary dumpsters used, including special events, the on-call lift pricing shall be reflected. \*EOW = Every Other Week

Container Size	2 Cubic Yard			4 Cubic Yard			6 Cubic Yard			8 Cubic Yard			10 Cubic Yard		
Collection Frequency	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount	Per Unit Price	Qty.	Extended Amount
On-Call Lift (normal hours)	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	12	\$
On Call Lift (after hours)	\$	1	\$	\$	1	\$	\$	1	\$	\$	1	\$	\$	12	\$
1x month	\$	1	\$	\$	1	\$	\$		\$	\$	12	\$			\$
EOW	\$	1	\$	\$	12	\$		65	\$	\$	88	\$			\$
1x Week	\$	1	\$	\$	24	\$	\$	156	\$	\$	400	\$			\$
2x Week	\$	12	\$	\$	1	\$	\$	64	\$	\$	192	\$			\$
3x Week	\$	1	\$	\$	1	\$	\$	12	\$	\$	150	\$			\$
4x Week	\$	1	\$	\$	1	\$	\$	3	\$	\$	1	\$			\$
5x Week	\$	1	\$	\$	1	\$	\$	1	\$	\$	76	\$			\$
6x Week	\$	1	\$	\$	1	\$	\$	12	\$	\$	36	\$			\$
1x Xtra Collection (normal hours)	\$	12	\$	\$	12	\$	\$	57	\$	\$	57	\$	\$	12	\$
1x Xtra Collection (after hours)	\$	1	\$	\$	1	\$	\$	15	\$	\$	12	\$	\$	12	\$
Xtra Yardage	\$	12	\$	\$	12	\$	\$	1	\$	\$	25	\$	\$	12	\$



**Price Sheet - Rear Load Services**

**Rear Load Services** -Per unit pricing must be based on an hourly rate, per rear load compactor truck to be used to clean up waste on Sunday after home football games. This pricing may also be used for other special events, like residential move-in and move-out collection. Pricing must distinguish between the different staffing requirements and waste collection streams. Disposal charges for Solid Waste shall be separate and reflected in the Landfill Tipping fees. Processing Fees for delivery of Mixed Recyclables to a Designated Facility shall not be a factor included in the cost.

Solid Waste

Service Type	Per Unit Price	Quantity (hours)	Extended Amount
One Rear Load truck with driver only	\$	65	\$
One Rear Load truck with driver (With 1 Helper)	\$	35	\$
One Rear Load truck with driver (With 2 Helpers)	\$	200	\$

Mixed Recyclables

Service Type	Per Unit Price	Quantity (hours)	Extended Amount
One Rear Load truck with driver only	\$	10	\$
One Rear Load truck with driver (With 1 Helper)	\$	50	\$
One Rear Load truck with driver (With 2 Helpers)	\$	35	\$

**Disposal Facilities-** Landfill Tipping fees for the disposal of the University's Solid Waste shall be charged separately when Rear Load vehicles are utilized and included in the price below.

	Per Unit Price	Quantity (Tons)	Extended Amount
Landfill Tipping Fee	\$	279	\$

## 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

## 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 \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 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.

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

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

### **Workers' Compensation**

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

### **Commercial General Liability (CGL)**

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 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.

## 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 sixty (60) 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