


INVITATION TO BID		BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		11/12/2024 11:00 AM CT	
SOLICITATION RFQ-0000002379 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		RETURN BID TO lsubids@lsu.edu Buyer Erica Pino Buyer Phone Buyer Email epino2@lsu.edu Issue Date 10/22/2024	
TITLE: LSUS Grounds Keeping and Landscape Services- Term Contract			
To Be Completed By Supplier			
1. _____ "No Bid" (sign and return this page only). 2. _____ My Company does not wish to receive future solicitations for this spend category. 3. Specify your Delivery: To be made within _____ days after receipt of order. 4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto.			
General Instructions to Suppliers			
1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time. 2. Read the entire solicitation, including all terms, conditions and specifications. 3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier. 4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment. 5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. 6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.			
SUPPLIER NAME		MAILING ADDRESS	
AUTHORIZED SIGNATURE		CITY, STATE ZIP	
PRINTED NAME		PHONE #	
TITLE		FAX #	
E-MAIL		FEDERAL TAX ID #	

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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 (*This email address should be used for bid submissions only*). Any bids sent directly to the Buyer of record **will not** be forwarded to the "Return Bid To" email.

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

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

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

2. Bid Opening Information

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

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

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

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

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

3. Method of Award

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

4. Insurance Requirements

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

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

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These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. Supplier Enrollment

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

2. Bid Delivery and Receipt

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

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

3. Bid Forms

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

4. Interpretation of Solicitation/Supplier Inquiries

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

5. Bid Addenda

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

6. Bid Opening

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

7. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

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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.

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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.

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28. Equal Employment Opportunity Compliance

By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

29. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

30. Certification of No Suspension or Debarment

By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

31. Right to Audit

The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.

32. Diverse Supplier

(a) Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

(b) In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or supplier under this agreement.

(c) If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list.

(d) To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

33. Data Privacy

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the [LSU Privacy Statement](#).

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
<p>UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO: LSUS(FS100) 1 University PL Shreveport, LA 71115</p>					
1	<p>All or None Hourly Landscaper Rate to include landscaping, tree work, plant replacement</p>	120	Hour	\$ _____	\$ _____
2	<p>All or None Hourly Groundsman rate to include general work, mowing, trimming, ground cleanup</p>	120	Hour	\$ _____	\$ _____
3	<p>All or None Turf/Standard Grounds Services – String Trimming</p>	39	Each	\$ _____	\$ _____
4	<p>All or None Bed Service & Groundcovers – Hard Surfaces – Chemical Weed Control</p>	39	Each	\$ _____	\$ _____

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
5	All or None Turf/Standard Grounds Service – Shrubs and tree trimming and pruning	39	Each	\$ _____	\$ _____
6	All or None Turf/Standard Ground Service – Mowing/Edging/ Blowing: Includes excess leaf/organic removal from turf, beds, hard surface, mulch surfaces	39	Each	\$ _____	\$ _____
7	All or None Bed Service & Groundcovers – Hand Pull Weeds	39	Each	\$ _____	\$ _____
8	All or None Hourly Irrigation Tech to troubleshoot, diagnose and make repairs per specs	8	Hour	\$ _____	\$ _____

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
9	All or None The Mall - Turf Weed Control and Management per specs	6	Each	\$ _____	\$ _____
10	All or None Annual Fertilizing – Pre-Emerge Weed and Feed Fertilizer	1	Each	\$ _____	\$ _____
11	All or None Kings Hwy. Maintenance to include mowing, weed eating, blade edging per specs	39	Each	\$ _____	\$ _____
12	All or None Fountain Maintenance – Inspection, Cleaning, Water Treatments per specs	6	Each	\$ _____	\$ _____

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
13	All or None Fountain Maintenance – October Winterization: draining, pipe covering, pump covering per specs	1	Each	\$ _____	\$ _____
14	All or None Quarterly Irrigation Inspections per specs	4	Each	\$ _____	\$ _____
15	All or None Semi-Annual Mulching: Grade A Cypress Red Mulch	2	Each	\$ _____	\$ _____
16	All or None Mow/Edge/Trim/Blow Outermost edge of Ring Road Perimeter per specs	39	Each	\$ _____	\$ _____

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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
17	All or None Athletics Area - Mow/Edge/Trim/Blow Common areas and perimeter per specs	39	Each	\$ _____	\$ _____
18	All or None Penzoil property Maintenance – St. Vincent Ave. Bushhogging of 40 ft. per specs	8	Each	\$ _____	\$ _____
19	All or None Flowerbeds (18) – Fertilization and Weed Control per specs	6	Each	\$ _____	\$ _____



Scope of Services

LSU Shreveport Campus Grounds Keeping and Landscaping Services **Specifications**

The purpose of this solicitation is to establish a term contract for qualified suppliers to provide commercial grounds keeping and landscaping service work for the LSU Shreveport campus.

LSU Shreveport reserves the right to request pricing on any additional miscellaneous grounds keeping tasks, not covered under this contract, which may arise during the course of this contract.

SECTION 1 - SCOPE:

This scope of work incorporates the duties and responsibilities of a supplier for lawn care and light landscape maintenance for the LSU Shreveport Facility Services Department. Supplier is responsible for supplying all grounds/landscape maintenance tools, labor, fuels, supplies, and materials as well as equipment and expertise, necessary to meet the requirements of this contract. Additionally, this scope of work will include the maintenance, inspection and upkeep for the campus center mall fountains, as shown on **Appendix C**. See Section 6 below for additional information concerning fountain maintenance.

Non-Mandatory Site Visit

The supplier may schedule a non-mandatory site visit and report to the LSUS Director of Facility Services or his designee. If you would like a non-mandatory site visit prior to submitting a bid, please contact the Facility Services Office, (318)797-5360. Any questions that arise as a result of the site visit must be directed to LSU Procurement, Erica Pino at epino2@lsu.edu.

The supplier may not sub-contract the work of this contract without the prior written consent of the LSUS Director of Facility Services. Such consent is to be granted at the discretion of the Director of Facility Services.

A. GENERAL SITE MAINTENANCE

1. The supplier shall clean up, remove, and dispose of all debris associated with this work to the designated trash receptacles provided by LSUS to maintain cleanliness of the property, at all times.
2. HOURS OF WORK for all locations are available for maintenance from 7:30am to 5:00pm Monday through Saturday. The Supplier will provide a regular weekly schedule (specific day(s) of the week the campus will be serviced) to LSUS at the beginning of this contract. The supplier will notify the contract representative immediately should this schedule change for any reason.
3. The supplier shall be responsible for the costs of repair and/or replacement of any protected Oak and/or Crepe Myrtle trees damaged by the supplier's grounds keeping work.

B. GENERAL RESPONSIBILITIES

1. The supplier is responsible to familiarize himself/herself with the designated work boundaries submitted in this contract. See **Appendix A**.
2. All questions or concerns should be addressed with the Director of Facility Services, or his designee, during

the duration of the contract.

C. LICENSE REQUIREMENTS

1. Supplier or its subcontractor(s) are required to possess and maintain the following licenses in order to submit a bid response. These licenses must be submitted with bid response. Failure to submit any of the required licenses with bid response shall be cause for rejection of bid. All licenses shall be verified prior to award:

- a. Landscape Horticulturalist License
- b. Louisiana Department of Agriculture and Forestry Ground Owner Operator License
- c. Louisiana Contractor's License with the following classifications:
 - i. Specialty: Landscaping, Grading and Beautification
 - ii. Irrigation Contractor's License via LA Dept. of Agriculture and Forestry
- d. 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 provide a letter certifying that criminal history checks have been conducted on all security and personnel providing service to the University. Said letter shall be provided if requested by the contract manager. As team members are added throughout the term, an updated letter must be provided. An updated letter will be required for all employees, and any additional employees that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies.

This Contract is based upon the following seasonal requirements and are subject to an increase or decrease in service as conditions dictate.

SECTION 2 - LANDSCAPE REQUIRMENTS:

2.1 Area of Work. The turf areas and ornamental plant beds shall be maintained by the supplier as outlined in the attached Appendices. The mowing area includes the grounds and landscaping activities from University Place median islands inwards towards the center of the campus. This scope also includes grounds and landscaping of the Pioneer Heritage Center, E. Kings Highway Road front, public areas of the tennis courts, baseball field, soccer field, and the remote Penzoil Property as provided for in Section 5. The playing surfaces of the athletic fields are **excluded** from this work.

All areas of work shall include the following:

- LSU Shreveport, Campus Located at 1 University Place, Shreveport, LA 71115, including the following on-campus areas, please see Appendices for pictures of locations:
 - Ring Road – road that encircles the LSUS campus and allows traffic to access all parking lots. Median runs throughout the roadway.
 - E. Kings Highway Road front located on the east side of campus facing E. Kings Hwy.
 - Pioneer Heritage Center located near the E. Kings Hwy. entrance to campus. Contains a parking lot for the historical buildings.

Athletics Area:

- Tennis Courts
- Baseball Field
- Soccer Field

Center of Campus

- Flowerbeds as show on Appendix B and described herein.
 - The Mall area, runs directly through the center of campus from the Ring Road entrance at Youree Drive to the University Center. See Appendix C for reference.
- Off-site property referred to as Penzoil Property located at 8015 St. Vincent, Shreveport LA 71106. Please see Section 5 for additional details.

2.2 Turf Areas. The turf areas are defined as all the grassed space between the edge of roadway/parking area curbing or sidewalk and:

- A defined ornamental plant bed, divided from the turf area by in-ground landscape edge material.
- A building exterior wall or other similar structure.
- Another sidewalk or curb or a fence.

2.3 Inspection. Each area is to be inspected by the supplier prior to the start of any of the work, as defined within these specifications.

Inspection will consist of walking over each area to look for and remove any debris such as trash (paper, packaging, Styrofoam, beverage containers, plastic bags, stones, sticks, or other material, etc.). Such material must be completely collected and properly disposed of by the Supplier prior to commencing any mowing (see 3.7 Assessing Damages). Any trash or debris in a turf area may be shredded by a mower blade and left behind or become a projectile resulting in damage and/or injury. Any trash or debris that becomes shredded by a mower must be collected immediately and completely to prevent further spreading of the pieces by wind or other means.

2.4 Equipment. The supplier is responsible for providing all tools, equipment, and vehicles necessary to complete all mowing, edging, string trimming, blowing off of walkways, etc., plant bed weeding and cleanup as defined within these specifications.

All tools, equipment and vehicles used on and around LSUS property shall be of a suitable type and construction, safe in use, properly maintained and shall conform to all applicable federal, state, and local regulations governing the operation of such tools, equipment, and vehicles. The supplier shall ensure all manufacturer's approved equipped guards, shields, deflectors, safety switches, seat belts, harnesses and other safety features are in place and functional at all times for any equipment that is in use. The supplier will further ensure that all equipment replacement parts meet the original manufacturer's specifications. LSUS reserves the right to inspect any and all tools, equipment and vehicles to verify compliance with regulations and the specifications defined within this document. The Supplier will be instructed to remove, from the LSUS property, any tools, equipment, or vehicles found to be insufficient to safety and ineffectively to perform this work.

All mowers will be properly adjusted to set the mowing height at three (3) inches. The type(s) of mower(s) to be used is/are optional as long as the size and weight of the equipment is not excessive to the point of damaging the turf or adjoining structures during use.

To ensure the mowing equipment used provides a uniform cut, mower blades will be the size and shape designated by the mower manufacturer and kept sharp and straight.

No tools, equipment, vehicle, or supplies (fuel, oil, blades, trimmer string line and the like) shall be left on site overnight, nor left unattended (excepting a locked vehicle) during any break from work during the course of the workday. LSUS is not responsible for any lost or stolen equipment.

2.5 Mowing Procedures. The supplier shall provide all labor to mow all turf areas as defined above and to the specifications contained in this document.

All signs, light poles, trees, and other infrastructure/obstacles will be mowed around completely with enough spacing distance to avoid damage to the signs, light poles, etc. The remaining grass will be cut by string trimming, as outlined in Section 2.7.

Each scheduled mowing will encompass the entire turf area at each building accessible to the mowing equipment. No strip of uncut grass will remain between passes (mowing equipment must overlap area cut on previous pass).

At no time will mowing equipment be used in a manner resulting in damage to any turf area (scalping, divots, gouges, skidding). Any such damage will be repaired by LSUS staff at the supplier's expense.

LSUS reserves the right to direct the supplier to re-cut any turf area when the quality of the first mowing is not to the university's satisfaction.

2.6 Edging Curbs, Sidewalks, and Specialty Structures. All curbing, sidewalks, storm drains, electrical junction boxes, manholes, plant bed edging, irrigation valve boxes, brick edging, hardscaping, and the like within the turf areas will be edged on each scheduled service. Take note that all hardscaping is included, including footings that are susceptible to turf over-growth. A well-defined edge must be maintained by supplier. See **Appendix D** for examples of brick edges and footings.

The metal edge blade is to be set so it does not penetrate more than one-half (1/2) inch below the top of the structure.

Plant bed edging is to be edged using a string trimmer so as the string on the trimmer head is rotating vertically (verses horizontally as normally used). String is to be kept as close to the edging material without damaging the edging material. String is not to penetrate more than one-half (1/2) inch below the top of the bed edging.

Great care is to be taken so as to not hurl debris at vehicles or pedestrians passing by the work area.

2.7 String Trimming. All areas not accessible to other types of mowing equipment such as around light poles, signs, walls, plant bed edging, concrete structures, storm drains, trees and other infrastructure/ obstacles shall be string trimmed weekly, immediately after completion on all the mowing at each building.

The string trimmer line shall not damage trees or other plants that are being trimmed around.

The turf is to be trimmed down to the same height with the string trimmer as it would be with a conventional mower and no lower (no scalping).

Great care is to be taken as to not hurl debris at vehicles or persons passing through the work area. Any debris that is slung against, on, or around any structure is to be removed promptly when the string trimming in the immediate area is complete.

2.8 Weed Control. Any unwanted growth (weeds) greater than four (4) inches tall and/or for (4) inches wide in a plant bed are to be removed manually with each mowing service.

Removal is to include the entire root structure to ensure against regeneration.

Control by chemical applications for all other unwanted plant growth, including beds, sidewalk cracks, and parking lots, will be the responsibility of the supplier. All chemicals and/or products must be approved by LSUS prior to use and a SDS sheet(s) must be submitted upon request of LSUS.

2.9 Mulching. All plant beds will have new mulch applied twice each year. Add mulch as required to keep a fresh image. Grade A Cypress red mulch must be used. See **Appendix B** for reference to the **eighteen (18)** flowerbed locations.

2.10 Fertilizing. The grounds are to be fertilized once a year with a Pre-Emerge weed and feed fertilizer in the early spring.

2.11 Shrubs and Trees. All shoots must be trimmed to maintain a manicured look. Pruning is limited to limbs less than 2" in diameter and no more than 10' above the ground, in accordance with state law.

Exceptions are to be approved by LSUS Facility Management. The supplier is to provide all supplies, labor, tools, and equipment necessary to provide maintenance for all trees and shrubs.

2.12 Clean Up. All substantial debris (grass clippings, leaves, trash, pieces of mulch, sticks, stones, flowers, etc.) on any structure immediately after all mowing, edging and string trimming is completed, shall be collected, bagged and properly disposed of by supplier. Sand and other soils may be removed from any structure and directed into a turf area only (not into any plant bed, storm drain or other such location) with the use of an air blower.

2.13 Inspections. Inspections will be conducted by LSUS Facility Management for Quality Control prior to Supplier billing.

2.14 Irrigation. Supplier shall be responsible for quarterly irrigation system tests, checks, and assessments, adjustments of spray patterns, unclogging of heads, changing batteries of wireless controllers, and other non-excavating activities of the various irrigation systems on campus. No billable repairs are to be a part of this service; however, if the supplier suggests modifications and repairs, they may submit a separate recommendation or proposal to the Director of Facility Services or their designee. This quarterly service is for all eighteen (18) flowerbeds. Some individual beds will share a single controller. For bed locations see **Appendix B.**

2.15 Irrigation Repairs. Irrigation system repairs may be required on an as needed basis. Supplier shall provide an hourly rate for an irrigation technician to troubleshoot, diagnose, and make repairs. Should materials be required, they will be either provided by LSUS or a quote for materials may be requested.

2.16 Turf Weed Control and Management. The most central part of campus commonly referred to as "The Mall" will require annual maintenance, including spraying, broadcasting, and otherwise maintenance for the nurturing of a weed free and healthy turf that is both aesthetically pleasing and safe for students and general public to play, sit, picnic, and enjoy without issue. This treatment program shall be 6 treatments per year (or every 60 days), and shall include: fertilization, post emergent herbicides, and pre-emergent herbicides. Each treatment type shall be applied appropriately for the time of year and growth cycles of the turf and weeds. Additional spot treatment of difficult weeds, such as dallis grass, may be required. Suppliers should consult with Facility Services Director prior to elevated treatment methods concerning difficulty eliminating weeds. Due to the constant use of The Mall, scheduling of applications may require night/weekends, at no extra cost to LSUS, to maintain the treatment schedule based upon LSUS events and activities. All products used should be marked and labeled as safe for use around persons and pets. A log of volumes, dates, and products used shall be given to the Facility Services director after each application, inclusive of SDS sheets. See **Appendix C.**

SECTION 3 – ADDITIONAL STANDARDS:

3.1 Safety Requirements. All necessary personal protective equipment will be used by any employee of the supplier while engaging in work on the LSUS property. Such equipment shall be provided by the supplier, and shall include eye protection, hearing protection, as needed, and proper clothing to include footwear.

The supplier will be responsible for adhering to all landscape maintenance industry safety standards and guidelines and all regulations under the Occupational Safety and Health Act (OSHA). Failure to adhere to any or all safety requirements could result in action being taken against the supplier and may result in the cancellation of contract.

3.2 Frequency of Service. During an average year, all the turf areas will be mowed, edged, and string trimmed weekly during the summer growing season. Plant bed maintenance will be performed at the same time as each scheduled mowing. This Contract is based upon the following seasonal requirements and are subject to an increase or decrease in service as conditions dictate.

The yearly mowing schedule will follow this basic guideline:

January	1 cut per month	(1 cut)
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February	1 cut per month	(1 cut)
March	3 cuts per month	(3 cuts)
April	4 cuts per month	(4 cuts)
May	Weekly	(4 cuts)
June	Weekly	(4 cuts)
July	Weekly	(4 cuts)
August	Weekly	(4 cuts)
September	3 cuts per month	(3 cuts)
October	3 cuts per month	(3 cuts)
November	2 cut per month	(2 cut)
December	2 cut per month	(2 cut)

Four (4) additional cuts annually beyond this schedule are to be included to accommodate Campus events and in cases where there may be a 5th week in a month (ie: July 2024 has 5 Mondays but only 4 cuts are called out in the guidelines above).

Total Number of annual mowing cuts is thirty-nine (39).

3.3 Weather-Related Schedule Delays and Disruptions. Delays and disruptions in the weekly schedule are to be expected.

When inclement weather prevents service on the regularly scheduled day(s), the supplier will notify LSUS as early in the morning of the service day as possible or when such a decision is made by the supplier. Service will be rescheduled for the next available day(s) in the same week.

Should a declared evacuation of the area; or a decision by the LSUS Chancellor to officially close the LSUS campus due to a severe or catastrophic storm; or, closure of campus for any reason should occur, the supplier shall not provide service until officials have deemed the area safe. Should extended inclement weather prevent service for one entire week or more, the service will be added at a later date.

3.4 Supervision. The supplier must have one employee on site, at all times, solely for the purpose of supervising and inspecting the work of all other employees engaging in landscape maintenance tasks provided for in these specifications. The supervising employee must be readily available to the LSUS designated contact representative at all times the maintenance work is in progress. Except in cases of emergency, this supervising employee must remain on site unless replaced by another supervisory employee.

3.5 Site Protection. The supplier will carry out the work specified within this document with a minimum of inconvenience to LSUS students, faculty and staff, and the general public at large.

3.6 Debris Management. Every effort shall be made to collect and dispose of all trash/debris, organic waste, and limbs from the campus grounds, with special attention being given to flowerbeds, during each scheduled visit. (Note: Dumpsters and other trash receptacles will be supplied and serviced by LSUS Facility Services. The supplier is required to remove trash and place in dumpsters.)

3.7 Assessing Damages. Damage is defined as any change that degrades the appearance or structure of signs, light poles, trees, turf, sidewalks, curbs, other mowing, edging, and string trimming, or the removal of debris as a result of these services.

The supplier will be responsible for reimbursing LSUS for any damage to LSUS property.

Any damage to any private vehicle or persons (i.e., discharge of an object from supplier equipment, etc.) will be the sole responsibility of the supplier. Any and all costs associated with rectifying such damage shall be incurred solely by the supplier.

Any injury to a member of the LSUS campus community or the general public caused by the negligence of any employee of the supplier shall be the sole responsibility of the supplier. Any and all costs associated with rectifying such injuries will be incurred by the supplier.

SECTION 4 – SUPPLEMENTAL SERVICES:

4.0 Supplemental Service Interval. Supplier shall provide mowing, edging and string trimming services outlined in Sections 2 and 3 to the Athletics Area, which is shaded in blue on **Appendix E**. This area includes the baseball and soccer fields. See Section 3.2 for frequency of services based upon seasonal requirements. This service shall include debris pick up, mowing, edging, string trimming, and clearing of surface of clippings. We anticipate the supplemental service to be needed predominantly in the months of February through April, but additional requests may come at any time of the year as dictated by events scheduled for Athletics.

SECTION 5 – REMOTE SITE MAINTENANCE:

5.0 Remote Site Maintenance. Supplier shall maintain one (1) remote property owned by LSUS, known as the Penzoil Property, by picking up trash and bush-hogging the property. Services will be needed up to 40-ft. from the edge of the street. The address for the remote property is 8015 St. Vincent, Shreveport LA 71106. This service should occur **eight (8)** times a year as needed per the discretion of the Facility Services Director.

SECTION 6 – FOUNTAIN MAINTENANCE:

6.0 Mall Fountain Service and Maintenance. There will be four separate cleaning and inspection services, as provided below. Two (2) additional treatments will be included to allow for special events or circumstances for a total of six (6) per year.

Each service includes full inspection, cleaning, and operational testing of the pumps, chemical treatment and adjustments to water levels.

- April 1 Cleaning, inspect, water treatment and adjustments.
- June 1 Cleaning, inspect, water treatment and adjustments.
- August 1 Cleaning, inspect, water treatment and adjustments.
- October 1 Cleaning, inspect, water treatment and adjustments.
 - October service will include winterizing procedures. (drain system, cover any exposed piping)
 - Winterizing to include:
 - Drain fountains and ensure that all systems are protected from freezing conditions.
 - Turn off pumps and cover the fountain if required.

Fountain water must be treated with a fungicide to prevent mold, algae, and fungal growth during each service.

Ensuring Proper Operation:

Inspect and ensure all mechanical parts, pumps, and filtration systems are operating efficiently.

Additional Supplier Requirements for Fountain Maintenance:

Confined Space Policy:

Adhere to all safety protocols under the confined space policy, ensuring proper ventilation and safety monitoring in areas that qualify as confined spaces.

OSHA Standards:

Follow all applicable OSHA standards, including those related to electrical safety, personal protective equipment (PPE), and fall protection if applicable.

Tools and Equipment: Suppliers must provide their own tools, including equipment for confined space entry, cleaning tools, water treatment supplies, and any specialized instruments for fountain inspection and repair.

APPENDICES

Appendix A: Designated Work Boundaries

The Supplier shall perform all grounds and landscaping activities within the interior of the blue outline below. This represents areas of total care. This is inclusive of median islands on the road, curbing, boundaries with city/state roads, and cutting the width of the tree canopies on areas that border the LSUS responsible areas.

Appendix B: Flowerbed Locations

Designated flowerbeds for twice a year mulch change-outs. Also, the irrigation systems locations for audits/function checks. There are 18 bed locations; see Appendix C for close-up of Mall area flowerbeds.

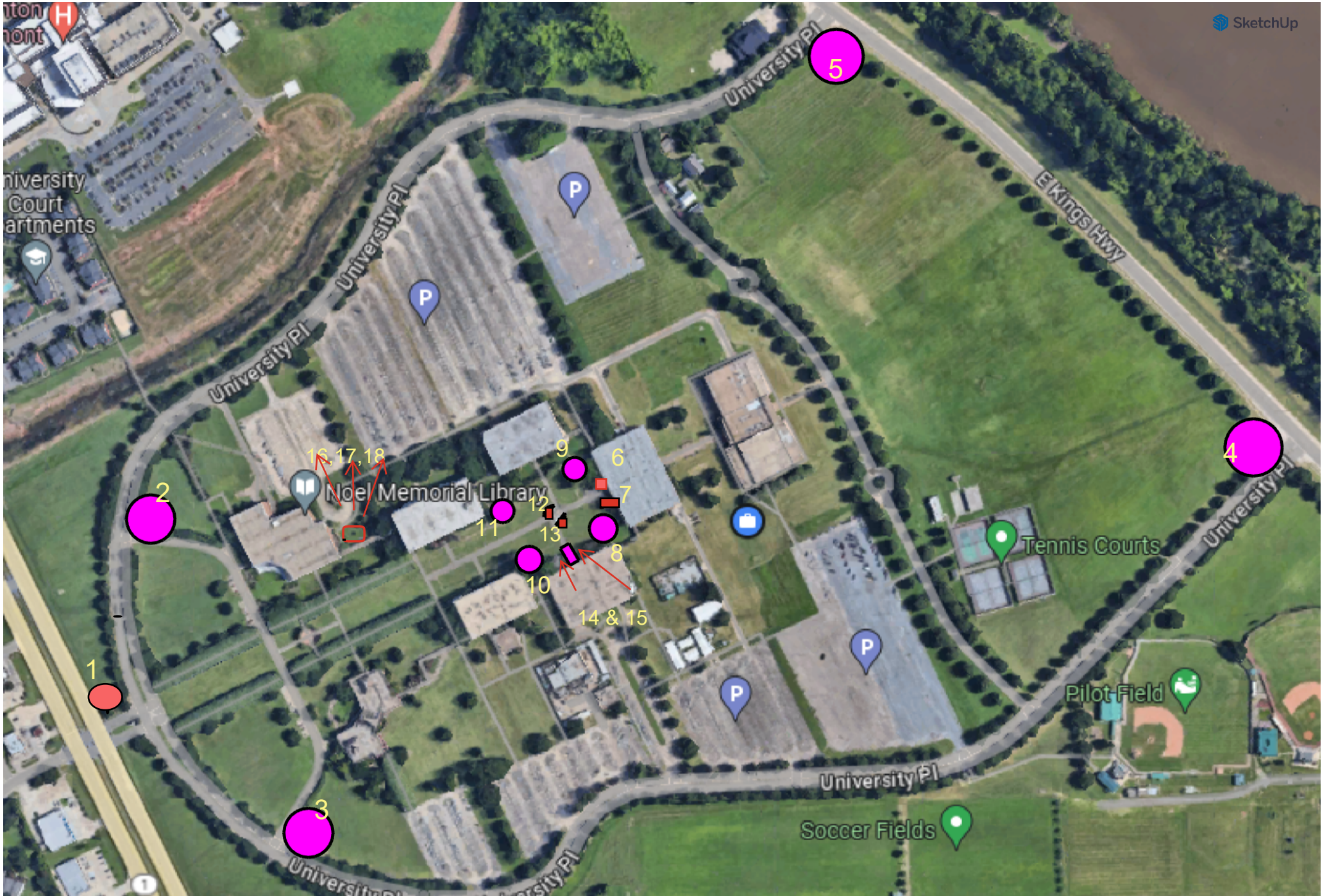
Appendix C: Mall Area for Turf fertilization and weed control

Designated Mall area with mall flowerbeds shown with more detail (Appendix B shows all flowerbeds). This area should receive the 6-applications annually lawn fertilization and weed control program.

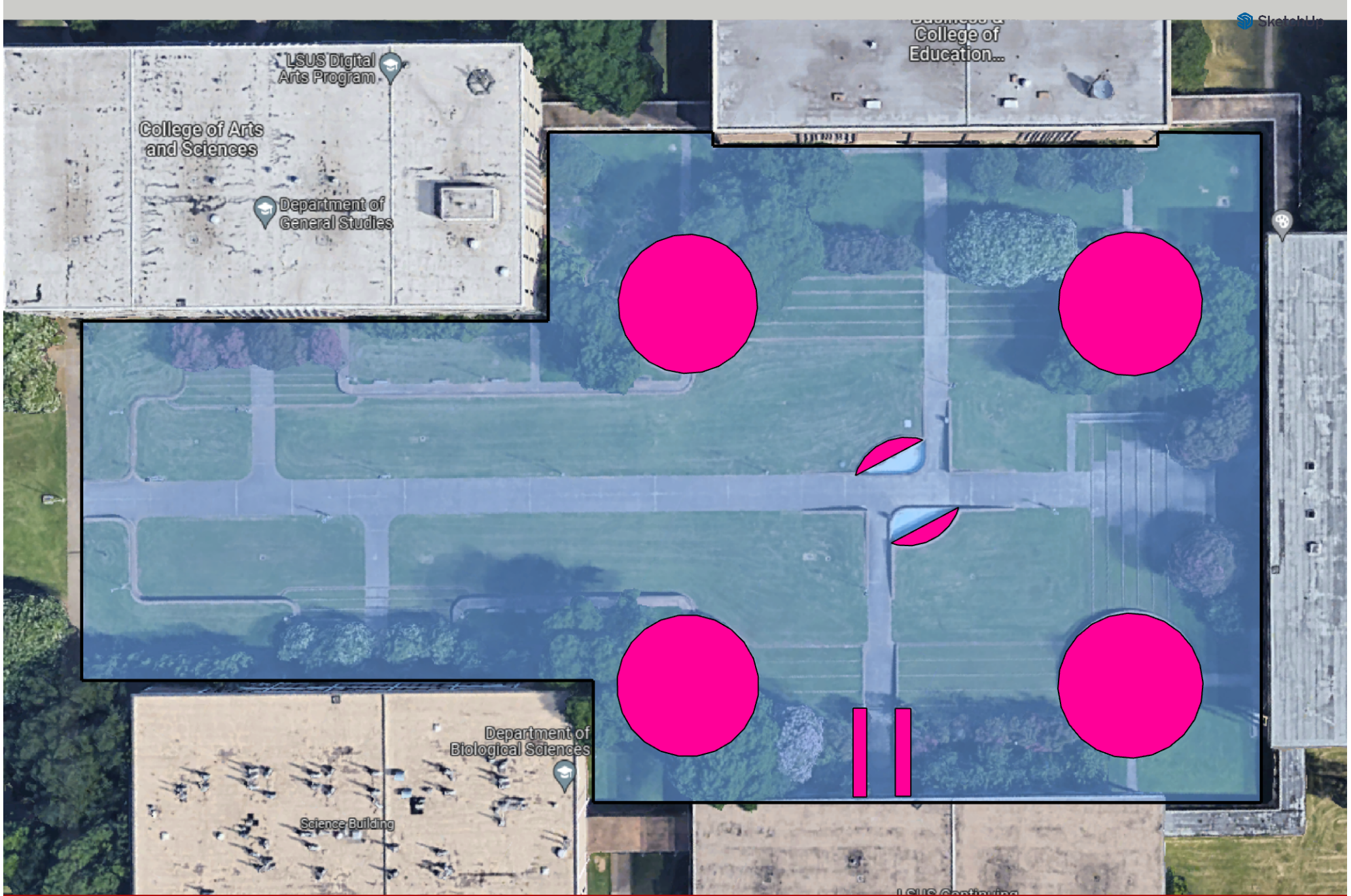
Appendix D: Photo examples of brick footings and edges that should be exposed and maintained.

Appendix E: Supplemental cutting area AS REQUESTED for the support of Athletics during off weeks.





Appendix B - Flowerbeds

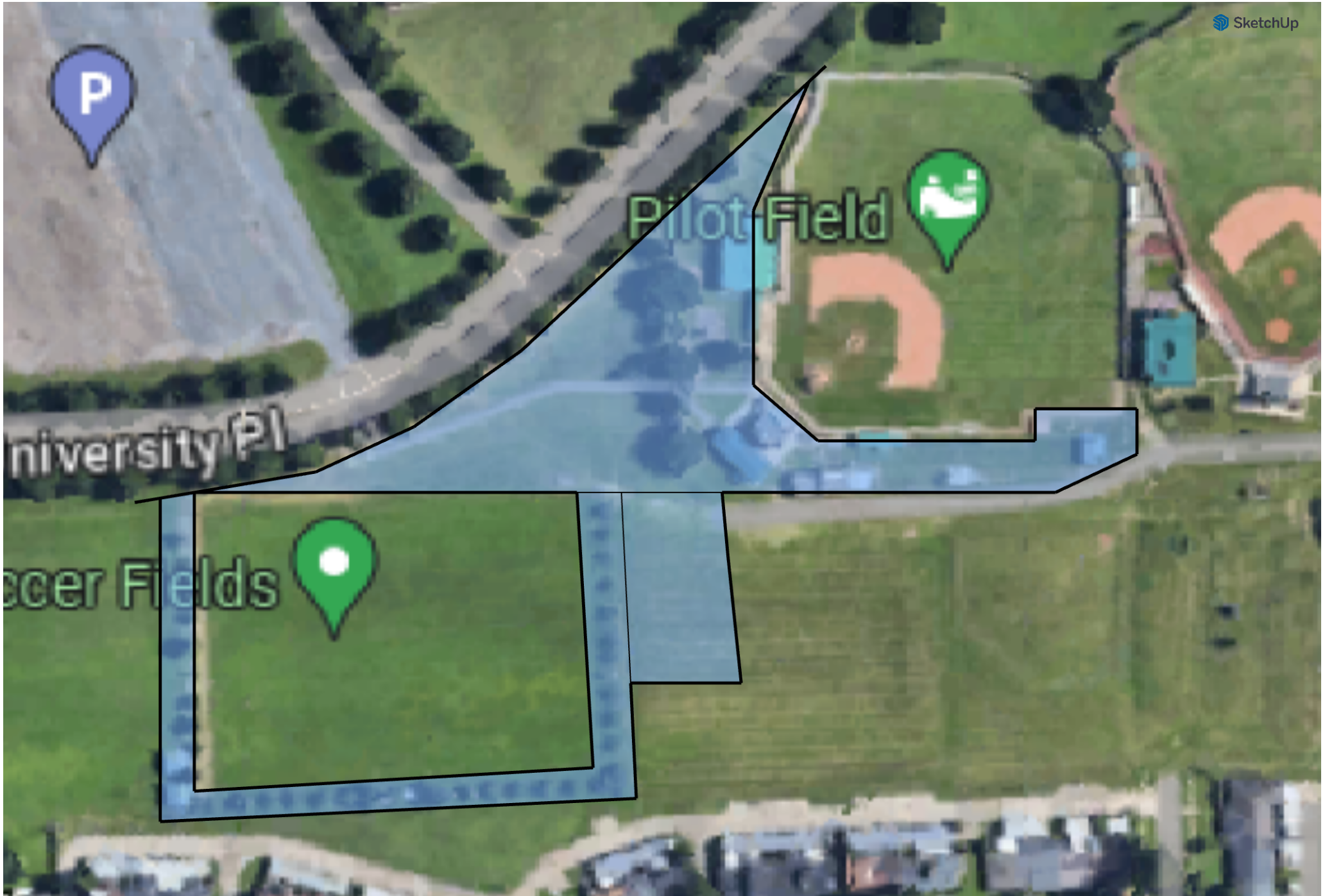


Appendix C - Mall Area









LSU TERM CONTRACT – TERMS & CONDITIONS

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

1. Scope of Contract

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

2. Initial Contract Period

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

3. Contract Renewals/Extensions

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

4. Estimated Quantities

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

5. Firm Pricing

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

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

6. Insurance Requirements

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

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

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

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

8. Supplier Non-Performance

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

9. Contract Amendments

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

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

10. Price Reductions

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

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

11. Product Substitutions

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

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

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

12. Right to Add Department/Campus Users

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

13. Non-Exclusivity

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

14. Contract Usage Report

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

15. Contract Evaluation

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

16. Termination for Non-Appropriation of Funds

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

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

17. Termination for Convenience

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

18. Contract Documents

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

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



Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements

INSURANCE

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

Workers' Compensation

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

Commercial General Liability (CGL)

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

Automobile Liability

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

Excess Insurance

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

Other Insurance Requirements

Additional Insured Status

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

Waiver of Subrogation/Recovery

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

Primary Coverage and Limits of Insurance

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

Subcontractors

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

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

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

Special Risks or Circumstances

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



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

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

Workers' Compensation

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

Commercial General Liability (CGL)

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

Automobile Liability

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

Excess Insurance

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

Other Insurance Requirements

Additional Insured Status

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

Primary Coverage

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

Acceptability of Insurers

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

Special Risks or Circumstances

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