



THE UNIVERSITY *of*  
NEW ORLEANS

## **INVITATION FOR BID**

**BID NAME AND NUMBER:  
BTB2855 SOLAR BENCH LAND LEASE**

**BID OPENING TIME AND DATE:  
December 16, 2024@2pm**

**BUYER:  
Troy A Bacino  
TABACINO@uno.edu**

**RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

**Purchasing Office  
Administration Annex 1004G  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148  
Phone: (504) 280-6214  
Fax: (504) 280-6297**

## **General Instructions to Bidders**

### **1 Invitation to Bid**

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

### **2 Authority to Sign**

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

### **3 Read Solicitation**

Read the entire solicitation, including all terms, conditions, and specifications.

### **4 Corrections**

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

### **5 Delivery of Bids**

Bids may be submitted in person or by mail. The mailing address is listed on the cover sheet.

Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

### **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

### **7 Late Bids**

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

### **8 Delivery/Freight Charges**

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

### **9 Taxes**

Vendor is responsible for including all applicable taxes in the bid price. The University

of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all 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.

**10 Payment**

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

**11 Acceptance**

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

**Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

Bidder (Company Name)	Mailing Address
Authorized Signature	City, State, Zip Code
Printed Name	Phone Number
Title	Fax Number
E-Mail Address	Federal Tax ID #

## **Standard Terms and Conditions**

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

### **Auditors**

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

### **Award**

Award will be made to the highest net revenue responsible and responsive bidder. The University reserves the right to award the lease of the benches all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

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

### **Bidder Inquiries**

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than December 02, 2024 prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

### **Contrary Terms and Conditions**

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

### **Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor 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, Executive Order 11246, 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. Vendor agrees not to

discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

#### Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

#### Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

#### Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

#### New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

**Bid Deposit**

Each proposal shall be accompanied by a deposit equal to ten percent (10%) of the total annual least payment, but not less than one hundred fifteen dollars and twenty-four cents (\$115.24). The deposit shall be in the form of a certified check or a money order. Deposits shall be subject to forfeiture for failure on the part of the selected proposer(s) to execute a lease within 45 days of notice of award. Deposits shall be returned upon the award of the lease(s) or upon rejection of all proposals. RS 41:1214

The unsuccessful bidder's deposit will be returned after a sum sufficient to pay for the advertising cost has been deducted. RS 41:1213.

Baton Rouge ad \$69.70 New Orleans ad \$45.54

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? \_\_\_\_\_
2. Is the bidder a spouse of a legislator? \_\_\_\_\_
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? \_\_\_\_\_
4. If the bidder is a corporation, is it a publicly traded corporation? \_\_\_\_\_

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference?                      YES \_\_\_\_\_      NO \_\_\_\_\_

Specify Item Numbers:

\_\_\_\_\_

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

\_\_\_\_\_

Do you have a Louisiana Business workforce?      YES \_\_\_\_\_      NO \_\_\_\_\_

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES \_\_\_\_\_      NO \_\_\_\_\_

### Special Terms and Conditions

1. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
2. If bidding other than the specified brand/model, a sample must be submitted with the bid.
3. The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
4. In the event a greater quantity is needed, the right is reserved by the University to increase the amount, at the unit price stated in the bid for from the date of award through term of contract.
5. Site Visit: In order to ascertain the true scope of the services requested, all bidders are urged and expected to inspect the site where services will be performed. Arrangements to do so may be made by contacting the buyer. Failure to inspect the site will **not** constitute grounds for a claim after contract award.
6. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, vendor shall notify the buyer immediately.
7. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. It shall also be specifically agreed and understood that the decision of the University shall be final.
8. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the University.
9. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.



10. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
11. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
12. Successful Vendor should inspect jobsite and make his/her own measurements prior to installation.
13. Items furnished shall be delivered to the University, uncrated, set in place, installed (if requested), and all debris removed by the Vendor.
14. Scope of Work: work shall include all labor, materials, and services required to produce a completed repair/installation of solar benches which is acceptable to the University.
15. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all the \_\_\_solar benches\_\_\_ furnished is/are left in good order, clean, and properly installed.
16. Award to be made on an all-or-none basis.
17. All equipment must be new and delivered F.O.B. University of New Orleans, inside delivery.
18. All hardware and software must be new and delivered, F.O.B. University of New Orleans, inside delivery.
19. This is not a proprietary specification. Other manufacturer and model will be considered. If bidding other than Bluebolt Mfg, attach supporting documentation.
20. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year 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 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.

21. Escalation Clause (Only for services you know will increase. e.g. insurance)

Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The University reserves the right to approve or disapprove the price increase.

22. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

The University of New Orleans desires to enter into a net revenue lease of land approximately 18 sq ft each for Solar benches with WIFI hotspot a quantity of four (4) with revenue from advertising. We desire annual revenue of \$1200 or higher for each bench.

The University of New Orleans will award to the bidder with highest net revenue.

net revenue \$\_\_\_\_\_ per year per bench.

Expenses per bench listed below:

## SPECIFICATIONS FOR THE BLUEBOLT BENCHES OR EQUAL

COLOR: PANTONE PMS 540C

Light Source LED Bar Light + LED Strip Light  
Solar Power 1x135Wp, Monocrystalline  
Battery System 2 - Lithium Battery 12.8V - 30Ah Total 60Ah  
Charge Controller SEBS MPPT1215  
Dimensions 2032 x 812.8 x 3078.5mm / 80" L x 32" W x 121.2" H  
Material Stainless Steel #304 / WPC Wood / Tempered Glass  
Total Net Weight 286 kg / 632 lbs  
Colors Dark Grey [RAL 7016]  
Additional Features USB Charging Ports, Wireless Chargers, Advertising Display

Available Upon Request Digital Screen, *Environmental Sensors, Wi-Fi Router*  
Advertising Space 653 x 1524mm / 25.7" W x 60" L

## **LED DIFFUSION BOARD LIGHT CHARACTERISTICS**

Power 6W / SQF  
Length 30" W x 60" H  
Input Voltage 12/24V DC  
Light Source Chip on board (COB)  
Beam Angle 180 degrees  
Correlated Color Temp (CCT) 6000 K

## **WI-FI ROUTER CHARACTERISTICS**

Connection 4G, LTE FDD  
Operation Frequency 2400-2483.5M  
Antenna Speed RP-SMA600MHz- 6GHz  
Transmission Speed Up to 150Mbps  
Outer Connector LAN / RJ45 / USB / SIM card  
Dimensions 76.5 x 94.5 x 24.5mm / 3.0" x 3.7" x 1.0" in  
DC Power Supply 12VDC 1A  
Consumption  $\leq$  2.7w  
Working Temperature -20 °C <-> +60 °C / -4°F <-> +140°F

Complete specifications attached.

1. **Lease:**

- (a) Landlord as the owner of the university/college commonly known as "The University of New Orleans" (the "Campus") does hereby lease to Tenant during the Term hereof (as set forth in Paragraph 2 below) (i) the areas set forth on Exhibit A hereto (as the same is amended and supplemented from time to time by the Parties) located in and around various areas of the Campus (such areas being hereinafter referred to as the "Sign Areas"), subject to the terms and conditions hereinafter set forth. Landlord's lease of the Sign Areas to Tenant shall include the exclusive right by Tenant to install, replace, maintain and operate, and sell advertising space in the Sign Areas on solar powered benches (the "Units") all subject to the terms and conditions hereinafter set forth.
- (b) Landlord hereby grants a non-exclusive lease and license to Tenant to the common areas of the Campus in common with Landlord and with all others for whose convenience and use the common areas of the Campus have been or may hereafter be provided subject, however, to the rules and regulations for the use thereof as may be prescribed from time to time by Landlord in order to: (i) access the Sign Areas; and (ii) install, replace, modify, maintain, repair and operate the Program on the Units.

2. **Term:**

- (a) The term of this Agreement (the "Term") shall commence on the date it is executed and delivered by both parties and shall continue until the date that is on the fifth (5<sup>th</sup>) anniversary of the date on the installation of all Units has been completed. Tenant's obligation to pay rent (the "Rent Commencement Date") shall commence upon the completion of all Units at the Campus.
- (b) **Renewal Period:** Provided that Tenant is not in default under this Lease beyond any applicable notice and cure period at the date of said notice, Tenant shall have two options to renew the Term, each for a period of five (5) years, upon the same terms and conditions of this Lease. Each such option shall be exercised by Tenant delivering notice thereof to Landlord at least one hundred twenty (120) days prior to the end of the initial and then current Term, time being of the essence.
- (c) **Landlord Termination Right:** Notwithstanding anything in this Lease to the contrary, on the date this is one hundred twenty (120) days prior to the third (3<sup>rd</sup>) anniversary of the Rent Commencement Date, time being of the essence, Landlord shall have one opportunity to terminate this Lease upon written notice to Tenant sent on such date. In such event, Landlord shall pay Tenant an amount equal to Tenant's cost of removing, packing and shipping each Unit not to exceed \$1,000 per Unit. The failure of Landlord to timely send such notice, time being of the essence, shall act to terminate and waive Landlord's termination right herein so the first term will be 5 years.

3. **Rent:**

- (a) Commencing on the Rent Commencement Date, Tenant shall pay Landlord rent equal to ten percent (10%) of the Net Advertising Revenues generated and received from the Units. The Rent required to be paid to Landlord shall be payable within thirty (30) days following the end of each quarter (March, June, September, December). Tenant shall send such payments to the address for Landlord as provided for herein, or as otherwise directed by notice from Landlord.
- (b) "Net Advertising Revenues" mean all gross amounts collected by Tenant pursuant to media contracts from advertisers in respect of advertisements displayed or exhibited by the Program in the Campus, less Tenant's customary, reasonable and usual costs and expenses incurred in production, replacements and installment of the Program elements. Those expenses include: printing advertisement, installation of print materials, labor to install advertisements. All expenses must be listed in the bid proposal. Any expense not listed in the bid proposal will not be allowed.

4. **Tenant Reporting:**

- (a) Tenant agrees that it will furnish to Landlord within thirty (30) days after the end of each calendar year an annual Sales Statement of Net Advertising Revenues for such year, showing in reasonable detail the amount of Net Advertising Revenues for said year, and the amount of the total Advertising Rents owed to Landlord for said year.

5. **Tenant's Obligations:**

(a) Tenant shall be responsible for the foregoing related to the Units and advertising:

- i) Tenant shall install and maintain the Units at locations shown in Exhibit A at its sole cost and expense. Estimated lead time from signing contract to installation of Units is 3-6 months. Specifications of current model of the Units can be found here. If at any time during the term of this Agreement, the Landlord elects to relocate the Units, the Tenant shall relocate the Unit(s) to such new location(s) designated by the Landlord at Landlord's sole cost and expense.
- ii) Tenant shall provide copy of advertising materials to Landlord prior to installation on the Units.
- iii) Within sixty (60) days of written notice from the Landlord, Tenant shall replace any Units that are beyond economical repair or shall adequately repair any substantially damaged Units.
- iv) Except if due to negligence or misuse by Landlord, its employees or students, major maintenance which includes repair or replacement of a Unit with major malfunctioning damage, shall be performed by the Tenant.
- v) Tenant shall not acquire any right, title or interest in any Landlord property, including but not limited to the Campus, which shall at all times remain the property of the Landlord.
- vi) Tenant shall compensate the Landlord in the following amount and manner:
  - (1) Units: Tenant shall pay the Landlord Rent equal to ten percent (10%) of all Net Advertising Revenue derived from third-party advertising payments on the Units.
  - (2) Additional 10% of Net Advertising Revenue from any Referral that the Landlord sends to the Tenant, as long as the Tenant has not already engaged said referral.

(a) Said Rent will be paid to:

University Name:	The University of New Orleans
Department:	Office of Research
Contact:	Carol Lunn
Address:	ADM 1005, 2000 Lakeshore Drive, New Orleans, LA 70148

\_\_\_\_\_  
Initial Initial

- vii) Except to the extent caused by the negligence or willful misconduct of Landlord, Tenant hereby agrees to indemnify and hold and defend Landlord and the Landlord Related Parties harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Sign Areas; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant under this Lease; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees.

6. **Landlord's Obligations:**

(a) The Landlord shall be responsible for the foregoing:

- i) The Landlord shall grant the Tenant, and its agents, a limited license to enter and occupy the Campus for the purpose of installing and maintaining the Units, and for all other means to reasonably carry out the purpose of this Agreement.
- ii) The Landlord acknowledges that the Units are the sole property of the Tenant, and it shall take no action, or refrain from taking any action, that is inconsistent with the Tenant's ownership.
- iii) The Landlord agrees to indemnify, defend, and hold the Tenant harmless related to any claim or cause of action arises from the negligence or misconduct of Landlord, its employees agents and invitees.

- iv) Landlord confirms quantity of Units and any specific colors, including specific Pantone colors if required.
- v) Basic wipe-down as maintenance / cleaning staff tends to the grounds.
- vi) The Landlord will accept and unload the delivery of the Units to the campus. Landlord will be provided with 30 days' notice for the delivery date. Delivery and installation will commence at times approved by Landlord to minimize interruptions to foot traffic. All deliveries to the Landlord of the Units and related materials shall be made to the following address:

(1) University Name: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_

(2) If Landlord is unable to accept delivery of Units, Tenant will make other arrangements.

**7. Notices:**

- (a) Any and all notices that may be necessary and/or required under the terms and conditions of this Agreement shall be in writing and shall be given or made (and shall be deemed duly given or made upon receipt) by (1) delivery in person, (2) commercial overnight courier service, (3) email or (4) certified mail with return receipt and pre-paid postage, to the respective parties at the following addresses:

If to the TENANT, to:

If to the LANDLORD, to:

Name of Company  
 address  
 city, state zip code  
 Attn:  
 Phone:

The University of New Orleans  
 Office of Research  
 Carol Lunn  
 ADM 1005  
 2000 Lakeshore Dr  
 New Orleans, LA 70148

**8. Prohibited Commercial Advertising Materials:**

- (a) The Landlord has furnished the Tenant with a list of subject matters to which Landlord objects for commercial advertising. The Tenant shall not install, or permit, advertising on the Units that contain the prohibited subject matter identified by the Landlord and set forth in Exhibit B attached to, and made a part of, this Agreement.

**9. Location of Units:**

- (a) Each Unit shall be installed at agreed upon locations on the Campus, as indicated with a "B" on the campus map for the Solar Powered Benches, shown on Exhibit A (Sign Areas).
- (b) At all times, the Units shall be installed with proper site lines to allow for viewing of advertisements, free from interference from:
  - i) Trees
  - ii) Garbage Cans
  - iii) Other Obstructions

**10. Taxes/ Governmental Charges:**

- (a) The Landlord shall be responsible for the payment of all real property taxes and assessments, whether general, special, ordinary, extraordinary, or otherwise levied on or assessed against its property. In no event shall the Tenant be liable for the payment of any monies to the Landlord other than those expressly set forth in Section 3(a) of this Agreement.

11. **No Partnership/ Joint Venture:**

- (a) Nothing in this Agreement shall be construed as having created any partnership, joint venture, or agency between the Parties.

12. **Event of Default:**

- (a) In the event that either party deems the other to be in default of its obligations under this Agreement, the non-defaulting party shall send the other written notice of the other's non-compliance and shall allow the defaulting party thirty (30) days to cure such defect. In the event of the failure to cure the default, the other party shall have all rights and remedies available at law and in equity, including without limitation the right of specific performance.

13. **Insurance:**

- (a) Tenant shall maintain at its sole expense during the Term, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00) and Tenant shall provide, in addition, excess liability insurance on a following form basis, with overall excess limits of at least Three Million Dollars (\$3,000,000.00). Tenant may self-insure for Tenant's inventory, furnishings and other personal property, provided that, for purposes of the waiver of claims and subrogation, Tenant shall be deemed to have the insurance for which Tenant is self-insuring. All such policies shall name Landlord and Landlord's agents, mortgagees, and such other parties as Landlord shall reasonably request as additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Workman's Compensation or similar insurance to the extent required by law.
- (b) **Waiver of Claims:** Except as otherwise set forth in this Lease, and except to the extent due to the negligence or willful misconduct of a Landlord Related Party, Tenant further releases Landlord and the Landlord Related Parties from liability for any property damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Sign Areas, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, and from any acts or omissions of co-tenants or other occupants of the Campus. The provisions of this Paragraph 13(b) shall survive the termination of this Lease.

14. **Exclusivity:**

- (a) During the entire term of this Agreement, the Landlord agrees not to engage or participate, directly or indirectly, in any business that is in competition with the business of the Tenant. During the entire term of this Agreement, the Landlord agrees not to enter into any agreement with any other person or entity for the installation of advertising solar powered Units of any similar nature as those contemplated by this Agreement, whereby the advertising material displayed on such Units or displays would be competing with those contemplated by this Agreement.

15. **Authority of Parties:**

- (a) Each person executing this Agreement on behalf of the contracting party warrants that he, or she, has the authority to enter into this Agreement on behalf of the party.

16. **Assignment:**

- (a) The Tenant may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent. This assignment shall not be unreasonably withheld. Any reassignment would have to be approved in writing by all parties.

17. **Relocation:**

- (a) During the term of this Agreement, all Units needing relocation must be approved by the Tenant.
- (b) All costs associated with the relocation inclusive of any damage thereof shall be incurred by the Landlord. All relocations shall take no longer than thirty (30) days from removal to re-installation. The Landlord must provide the Tenant with ninety (90) days of such intent.

18. **Representations & Warranties:**

- (a) Tenant represents that it has the right and power to enter into this Agreement and perform obligations hereunder.
- (b) Landlord represents that it has the right and power to enter into this Agreement and perform obligations hereunder.

19. **Binding Effect:**

- (a) This Lease shall be binding upon and inure to the benefit of the Tenant, the Landlord and their respective successors and assigns.

20. **Relationship of Parties:**

- (a) Neither party is an agent, legal representative, joint venture partner, employee, or servant of the other party for any purpose. Each party is an independent contractor, has a landlord-tenant relationship only, and is in no way authorized to make a contract, agreement, warranty, representation, or to create any obligation, express or implied, on behalf of the other party except as set forth in this Lease. It is also expressly agreed that only the Managing Member of Tenant is authorized to make commitments on behalf of Tenant, and that no other person (including other officers, directors, agents, salespersons or broker of Tenant) or entity is authorized to amend this Lease or otherwise make any commitments of any kind on behalf of Tenant.

21. **Removal and Restoration by Tenant:**

- (a) Tenant shall vacate the Sign Areas, upon the expiration or earlier termination of this Lease, and leave the Sign Areas broom clean and in the same condition that the Sign Areas existed on the Commencement Date, ordinary wear and tear and damage caused by Landlord Related Parties, casualty or condemnation excepted. Upon the expiration of the Term, Tenant shall have the option to either (1) remove the Units and repair any damage caused thereby, or (2) leave the Units and abandon them to Landlord, in which case the Units shall be deemed abandoned by Tenant and Landlord may use or dispose of them at Landlord's discretion. Tenant's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.

22. **Law Governing, Effect and Gender:**

- (a) This Lease, and any dispute concerning this Lease, shall be governed by the laws of the state of Louisiana where the Campus is. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, except as expressly provided otherwise. Use of the neutral gender shall be deemed to include the masculine and feminine.

23. **Non-Waiver:**

- (a) Failure or delay on the part of Landlord or Tenant to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

24. **Referrals:**

- (a) Landlord agrees that throughout the Term it shall refer to Tenant all inquiries it receives, whether written or oral, regarding advertising on the Units. Such referrals shall be made as soon as reasonably practicable.

25. **Consent to Use Landlord Name:**

- (a) Landlord agrees that Tenant can use the name of Landlord and the tradename of the Campus and Landlord in connection with Tenant's website, marketing and promotional materials for the purposes of promoting and effecting sales of advertising on the Sign Areas.

26. **Rules and Regulations:**



- (a) Tenant agrees to comply with all rules and regulations established by Landlord from time to time, provided Tenant has received prior written notice of such rules and regulations and such rules and regulations do not increase Tenant's obligations or decrease Tenant's rights under this Lease, in each case by more than a *de minimis* extent. In the event of an inconsistency between the rules and regulations established by Landlord and this Lease, this Lease shall control.

EXHIBIT A

Sign Areas

See attached map.

EXHIBIT B

Objected Advertising Subjects or Materials

- Alcoholic Beverages
- Firearms
- Tobacco or Vaping Other universities
- Contraceptives and sex related products or services
- Gambling
- Political/Lobbying Activities
- Any brand or product that directly competes with any of the University business units
- In addition, Landlord shall have the right to require Tenant to remove any advertisement which, in Landlord's reasonable, good faith discretion, may injure or negatively impact the business of Landlord or any material that impairs the character, reputation, image or appearance of the Landlord.

Landlord may add materials to side of units such as UNO logo, QR code to sustainability webpages. When solar bench does not have current contract for advertising Landlord may insert university logo or other university materials.

List of follow up question:

company materials state bench can be used for wi-fi;

- please explain would company provide or would it connect to UNO internet
- in either case is there a cost to UNO?

## INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase 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 Contractor, its agents, representatives, employees or subcontractors.

### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20-10 (for ongoing work) AND CG 20-37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against

the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
University of New Orleans, Its Officers, Agents, Employees and Volunteers  
2000 Lakeshore Drive, New Orleans, LA 70148  
Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the University of New Orleans, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The University of New Orleans may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

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Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for the University of New Orleans

PURPOSE OF  
CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

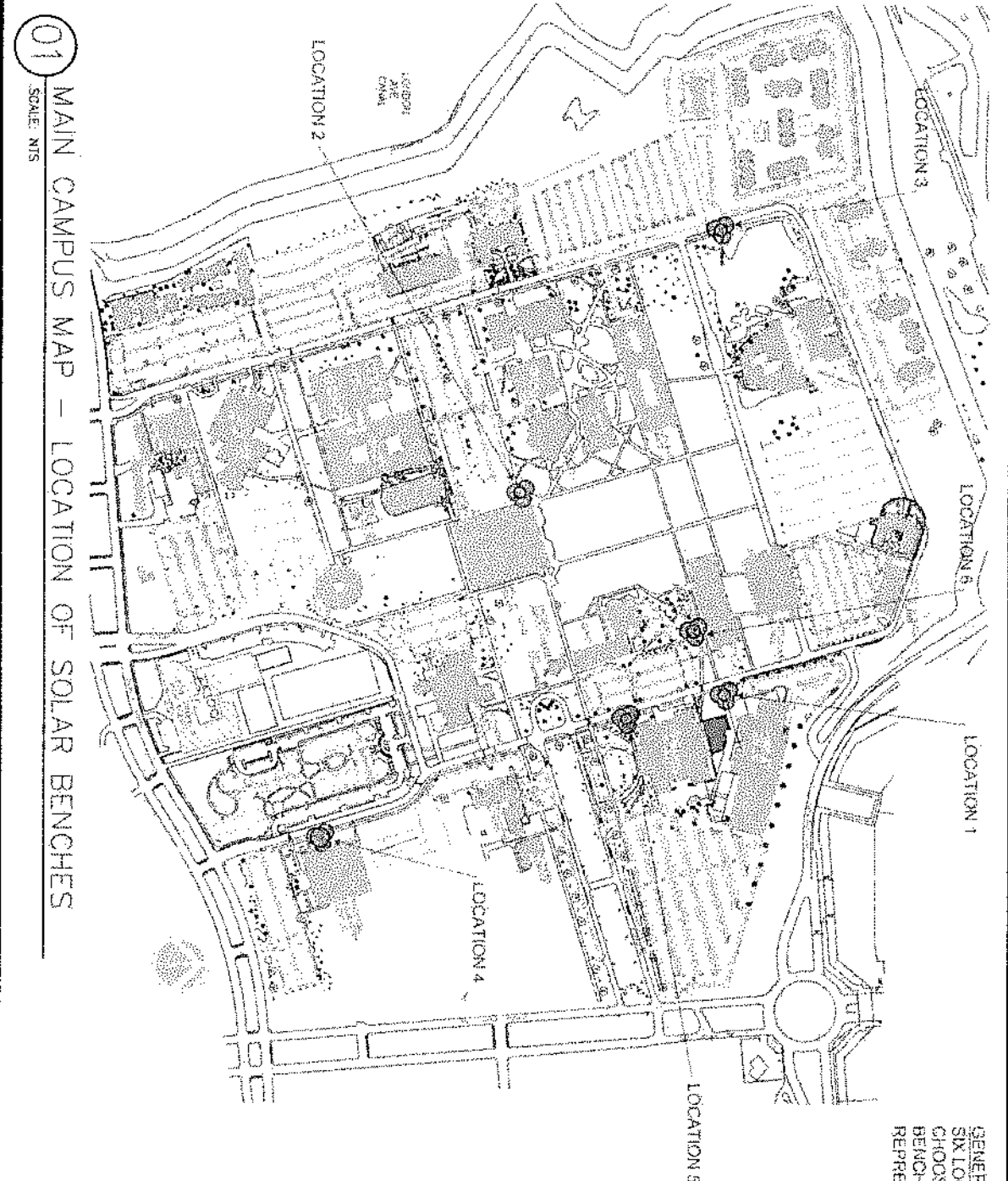
\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for the University of New Orleans

PURPOSE OF  
CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



01

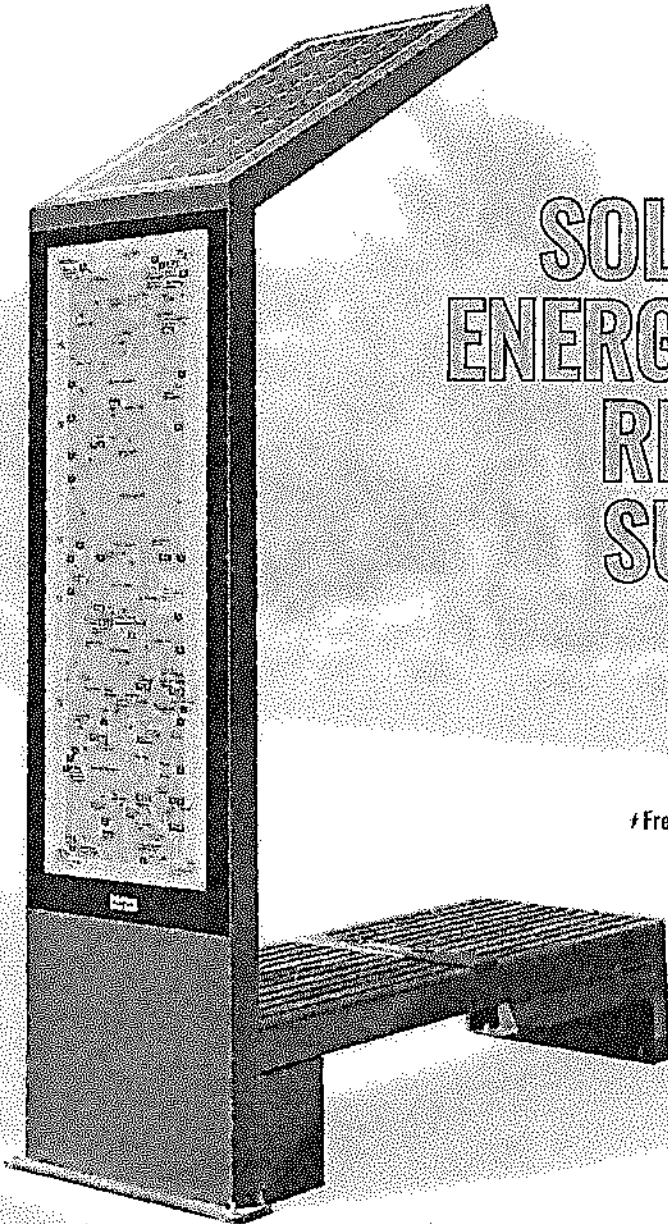
MAIN CAMPUS MAP - LOCATION OF SOLAR BENCHES  
SCALE: NTS

GENERAL NOTE:  
SIX LOCATIONS ARE SHOWN. VENDOR TO  
CHOOSE FROM THESE LOCATIONS FOR FOUR (4)  
BENCH LOCATIONS. CONSULT WITH LINC  
REPRESENTATIVE FOR FINAL LOCATIONS.

UNIVERSITY OF NEW ORLEANS Facility Services 2000 Lakeshore Drive New Orleans, LA 70148 Phone: 504.885.5555		PROJECT NO. A-1	
SOLAR BENCH LOCATIONS		DATE 1 OF 1	
DATE	BY	SCALE	NO.



**THE BENCH**  
Mobile Charging Station



SOLAR POWERED  
ENERGY INDEPENDENT  
RESPONSIBLE  
SUSTAINABLE  
RESILIENT  
FREE\*

\* Free for universities, colleges and municipalities.

SEE THE 3D MODEL HERE

**SOLAR SOLAR BENCH GENERAL SPECIFICATIONS**

Light Source	LED Bar Light + LED Strip Light
Solar Power	1x135Wp, Monocrystalline
Battery System	2 - Lithium Battery 12.8V - 30Ah Total 60Ah
Charge Controller	SELS MPPT1215
Dimensions	2032 x 812.8 x 3078.5mm / 80" L x 32" W x 121.2" H
Material	Stainless Steel #304 / WPC Wood / Tempered Glass
Total Net Weight	286 kg / 632 lbs
Colors	Dark Grey [RAL 7016]
Additional Features	USB Charging Ports, Wireless Chargers, Advertising Display
Available Upon Request	Digital Screen, Environmental Sensors, Wi-Fi Router
Advertising Space	653 x 1524mm / 25.7" W x 60" L

**LED BAR LIGHT PARAMETERS**

Power	Adjustable up to 10W
Input Voltage	12V DC
Light Source	LED Chip
Beam Angle	120 degrees
Color	Warm - 4000K
Lifespan	30,000 hours
Operating Temperature	-40°C ↔ +65°C / -40°F ↔ +149°F
IP Grade	IP165
Correlated Color Temp [CCT]	4000K

**LED DIFFUSION BOARD LIGHT CHARACTERISTICS**

Power	5W / SQF
Length	38" W x 60" H
Input Voltage	12/24V DC
Light Source	Chip on board (COB)
Beam Angle	180 degrees
Correlated Color Temp [CCT]	6000 K

**BATTERY MAIN CHARACTERISTICS**

Type	2 - Lithium Battery
Rated Voltage	12.8 V
Rated Capacity	60Ah
Optimal Ambient Temp	0°C ↔ +45°C / +32°F ↔ +113°F
Dimensions	2" x 5.5" x 9.75" x2
Weight	7.5lbs
Charge Voltage	14.2 V
Float Voltage	10.8 V
Extreme Conditions	-10°C ↔ +55°C / +14°F ↔ 131°F
Standards	CE IEC 62133-2:2017, ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, ISO 50001:2018, CNAS-GSD1, YD/T 799-2010

**SOLAR PANEL MAIN CHARACTERISTICS**

Max. Output Power (Pmpp)	135 Wp
Power Tolerance	+/- 5%
Voltage at Pmpp (Vmpp)	22.5 V
Current at Pmpp (Impp)	6 A
Open Circuit Voltage (Voc)	27 V
Short Circuit Current (Isc)	6.33 A
Operating Temp	-20°C ↔ +60°C / -4°F ↔ 140°F
Max. System Voltage	600 V
Max. Series Fuse Rating	10A

**SOLAR PANEL MECHANICAL CHARACTERISTICS**

Solar Cell Type	Monocrystalline 125 mm
Dimensions of Module	1170 x 679 x 4.2 mm / 46" x 26.7" x 0.17" in
Structure	Front: 3.2mm high transmittance tempered glass sealing Back: PET/TPET
Weight	11.2 kg / 24.69 lbs
Environmental Conditions	Outdoor use without shading in the sun

**SOLAR PANEL TEMPERATURE CHARACTERISTICS**

Current Temperature Coefficient	0.065 +/- 0.015 % / °C
Voltage Temperature Coefficient	-160 +/- 10 mV / °C
Power Temperature Coefficient	0.5 +/- 0.05 % / °C

**WI-FI ROUTER CHARACTERISTICS (OPTIONAL)**

Connection	4G LTE FDD
Operation Frequency	2400-2483.5M
Antenna Speed	RF-SMA600MHz- 6GHz
Transmission Speed	Up to 150Mbps
Outer Connector	LAN / RJ45 / USB / SIM card
Dimensions	76.5 x 94.5 x 24.5mm / 3.0" x 3.7" x 1.0" in
DC Power Supply	12VDC-1A
Consumption	≤ 2.7w
Working Temperature	-20 °C ↔ +60 °C / -4 °F ↔ +140 °F

**CHARGE CONTROLLER MODE CHARACTERISTICS**

Model	SELS- MPPT1215
Battery Voltage (auto select)	12 V DC
Rated Charge Current	15 A
Nominal PV Power	130 W / 12 V
Max. PV Open Circuit Voltage	46V (@25C), 60V max
Self-Consumption	≤ 13mA(12V)
Charge Voltage 'Absorption'	14.5 V
Charge Voltage 'Float'	12.8 V
Operating Temperature	-40°C ↔ +60°C / -40°F ↔ +140°F
Safety Standards	CE EN 60950-1:2006+A11:2009+A12:2010+A12:2011+A2:2013, IEC 60950-1:2005 (Second Edition) + A1:2009 + A2:2013 and EN 61000-6-4:2007+A1:2011, EN61000-6-2:2005 and ROHS 2011/65/EU
Protection Category	IP67
Weight	0.54 kg / 1.19 lbs
Dimensions	4.5 x 3.5 x 1 inches / 1.1lb
Communication	Infrared or RS485