INVITATION TO BID	BID DUE DATE AND TIME					
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE	LSU 05/22/2025 11:00 AM CT					
SOLICITATION RFQ-0000002495 SUPPLIER # SUPPLIER NAME AND ADDRESS	RETURN BID TO Isubids@Isu.edu					
	BuyerErica PinoBuyer Phoneepino2@lsu.eduBuyer Emailepino2@lsu.eduIssue Date04/22/2025					
TITLE: Custodial Services for PBRC - Term Co	Itract					
r	o Be Completed By Supplier					
1"No Bid" (sign and return this page of	ıly).					
2My Company does not wish to receiv	e 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 Acknowle As an authorized agent/signatory of the suppl						
	ations to our original bid as written herein or attached hereto.					
	neral Instructions to Suppliers					
<ol> <li>Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement a the "Return Bid To" address stated above, until the specified due date and time.</li> </ol>						
2. Read the entire solicitation, including all terms	, conditions and specifications.					
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.						
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 later.	Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.					
By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions 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 #					

SPECIAL TE	RMS & (	CONDITIONS
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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 <a href="mailto:lsubids@lsu.edu">lsubids@lsu.edu</a> (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: <a href="http://www.lsu.edu/administration/ofa/procurement/supplier\_registration.php">http://www.lsu.edu/administration/ofa/procurement/supplier\_registration.php</a>

#### 2. Bid Delivery and Receipt

Bids must be received and time-stamped at the "Return Bid To" email address no later than the due date and time specified herein. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.

#### 3. Bid Forms

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

### 4. Interpretation of Solicitation/Supplier Inquiries

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

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

#### 5. Bid Addenda

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

#### 6. Bid Opening

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

#### 7. Special Accommodations

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

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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/packaging 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 accessed 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 <u>www.sam.gov</u>.

#### 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. 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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SOLICITATION RFQ-0000002495		DUE DA	TE 05/22/2025		DUE TIME 11:00:00 AM		
ITEM NO.	ITEM DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	
	UNLESS SPECIFIED ELSEWHERE, S 6400 Perkins Road Baton Rouge, LA 70808	SHIP ALL ITEM	IS TO:				
1	All or None Price per man-hour to provide add services above and beyond scope requirements.		60	Hour	\$	\$	
2	All or None Provide labor, tools, & necessary r additional cleaning of areas on rec "as needed" basis. Cost to be prov monthly basis which will be used t daily rate.	quested on ai vided on a	n	Square Foot	\$	\$	
3	All or None Price per man-hour to provide for a Attendant and an "as needed" bas specifications.			Hour	\$	\$	

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SO	SOLICITATION RFQ-0000002495 DUE DATE 05/22/2025 DUE TIME 1		DUE TIME 11	:00:00 AM	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
4	All or None Additional Apartment space cleaning added to regularly scheduled cleaning - subject to same cleaning requirements.		Square Foot	\$	\$
5	All or None Additional Laboratory space added to regularly scheduled cleaning on a 3-day per week basis subject to same cleaning requirements.		Square Foot	\$	\$
6	All or None Additional Office Space added to regularly scheduled cleaning on a 3-day per week basis subject to same cleaning requirements	- 1000	Square Foot	\$	\$
7	All or None Monthly janitorial services per specifications.	12	Month	\$	\$

## PENNINGTON BIOMEDICAL RESEARCH CENTER 6400 PERKINS ROAD BATON ROUGE, LA 70808-4124

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# I. Scope of Services

## A. Overview

The supplier shall provide for a complete Custodial Services program for Louisiana State University and Agricultural & Mechanical College at Pennington Biomedical Research Center, hereinafter referred to as the "University", as identified by the specific areas and buildings referenced in the Building List (see Exhibit A) and the attached Building Diagrams (see Exhibit B).

The Supplier shall provide all supervision, labor, materials, supplies, and equipment (except as otherwise provided) and shall plan, coordinate, schedule, and assure effective performance of all services described herein. The Supplier shall provide all janitorial and related services in accordance with the requirements of this solicitation and shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the University.

Bid prices are to be based on existing building dimensions and conditions as determined by an actual site visit (see Section IV- Mandatory Pre-Bid Conference).

## **B.** General Conditions

- 1. All Supplier's personnel shall work in a professional manner that will maintain the security and best interests of the University. The University reserves the right to require the Supplier to dismiss any employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interests of the University. The Supplier agrees that during the term of this Contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the University property placed at his disposal to be used for purposes other than those specified herein.
- 2. The Supplier shall not allow any person under 18 years of age or any person that is not on the Supplier's payroll in the Facility at any time.
- 3. The Supplier shall be directly responsible for any and all damages to the buildings or their contents caused by the Supplier's employees. The custodial supplier is also responsible for the replacement/reimbursement of stolen items if, after an investigation, it is determined that custodial employees are responsible.
- 4. The Supplier shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

5. No subcontractors will be permitted except those providing exterior window cleaning services and cleaning services for the interior 5-story windows of the Building L Atrium.

## C. Supplier Responsibilities:

- 1. All wages and salaries and benefits, including regular pay and, to the extent applicable, vacation pay, sick pay, bereavement pay, and legal holiday pay for Supplier's employees working at the Facility.
- 2. The cost of social security taxes, State and Federal unemployment insurance premiums, general liability and umbrella insurance premiums, and workers' compensation premiums, and, to the extent applicable, medical, life, and dental insurance premiums (if any), other applicable fringe benefits, related administrative costs, and payroll-based Federal, State, and local taxes payable on behalf of Supplier's employees working at Facility. Supplier shall indemnify and hold harmless the University from any claim for payment of such items relating to wages and/or salaries paid by Supplier under this Agreement.
- 3. The cost of all janitorial supplies (including chemicals) and minor janitorial equipment, except toilet paper, paper towels, trash can liners (any size), sanitary napkin disposal bags, C-folds, Enmotion paper rolls, hand soap, or dish soap.
- 4. The cost of a personal computer and printer for Supplier's office at the University's Facility.
- 5. The cost of uniforms for Supplier's employees. Said uniforms shall identify the company name. The uniform shirt shall clearly display the employee's name or alternately, the employee may wear an identification badge. All uniforms shall be neat and clean with the shirt worn tucked inside the trousers at all times. All service employees of the Supplier shall be attired in uniform and have prominently displayed name tags and identification.
- 6. The cost of manuals, forms, training aids, office supplies, and longdistance calls needed in performing the Services.
- 7. The cost of Supplier's supporting operations management, human resources, accounting, legal, training, and development and general administrative functions.
- 8. The cost of purchasing and/or leasing supplementary janitorial equipment.

- 9. The cost of maintaining and repairing janitorial equipment needed to perform the Services, including janitorial equipment provided by the University, if applicable, by lease or purchase, subsequent to the commencement of this contract.
- 10. The cost of any pre-employment testing for Supplier employees as required by University policies and procedures in effect as of the date of this contract and applicable law.
- 11. All occupational training, including safety training, required for Supplier staff, including instructional costs, training materials (videos, props, paperwork, etc.), and records management.
- 12. Vehicles needed by the Supplier. The University does not provide vehicles to the Supplier.
- 13. The contract is not to be assigned or transferred by the Supplier to any subcontractor or any other party during the term of the contract.

## **D.** Qualifications of Personnel

1. Qualifications of the Contract Manager

The Contract Manager responsible for the management and scheduling of work to be performed under this contract, shall possess at least three (3) years of recent satisfactory (within the past five (5) years) experience in the management of custodial type operations of the approximate size building(s) to be cleaned under this contract.

A detailed resume containing the information specified below shall be submitted to the Assistant Director of Facilities Management for approval prior to the assignment of any Contract/Custodial Managers or supervisors to the contract. Resumes must include the following information:

- a. The full name of the proposed Contract Manager.
- b. The detailed description of the previous five (5) years employment history of the proposed Contract Manager.
- c. The name(s) and address(es) of the companies for whom the proposed managers worked for the past five (5) years along with the name(s) and telephone number(s) of his/her immediate supervisor.
- 2. <u>Qualifications of Supervisory Employees (On-Site Supervision)</u>

All supervisory personnel engaged in directing work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience (within the past five (5) years) in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract. In addition, supervisor shall be able to speak, read, and write English, apply written rules and follow instructions.

A detailed resume containing the information specified below shall be submitted to the Facilities Management Director for approval prior to the assignment of any supervisors to the contract. Resumes must include the following information:

- a. The full name of the supervisor.
- b. A detailed description of the previous five (5) years employment history of the proposed supervisor.
- c. The name(s) and address(es) of the companies for whom the proposed supervisor worked for the past five (5) years along with the name(s) and telephone number(s) of his/her immediate supervisor.

## 3. Qualifications of Other Contract Personnel

The personnel employed by the Supplier shall be capable employees, qualified in custodial type work. The building shall be staffed beginning the first day of work under the contract. The staff shall be trained and experienced cleaning personnel who will exhibit the capability of operating with a minimum level of supervision, and all personnel will receive close and continuing first-line supervision by the Supplier. Any non-compliance with terms of qualification will be cause for removal from the building.

## E. Scheduling Work & Reporting

- The Supplier shall submit to the Assistant Director of Facilities Management or designee a weekly work report of the jobs performed for comparison with the scheduled requirements. The report shall include all periodic work performed. Such reports will specify the location where work has been completed, for example, that rooms\_\_\_\_\_\_have been stripped and refinished, that rooms\_\_\_\_\_\_have been damp mopped and spray buffed, that high cleaning has been performed in rooms\_\_\_\_\_, etc. The Assistant Director of Facilities Management or designee will examine the Supplier's work on a daily basis.
- 2. In case an emergency condition exists (such as flooding of a particular section of the building), the Supplier shall divert their force, or such part thereof as deemed necessary by the Assistant Director of Facilities Management or designee, from their normal assigned duties to meet the

condition. The Supplier will be reimbursed for actual labor costs incurred in accordance with the hourly rate as specified in the contract. When these employees are no longer needed, they shall be directed by the Supplier to return to their normal duties and the Supplier shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

- 3. The Supplier shall establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Supplier shall submit a copy of their program to the Assistant Director of Facilities Management. The program shall include, but not be limited to, the following:
  - An inspection system covering all the services stated in Section I, #18 Cleaning Requirement Section of this solicitation. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection.
  - b. The checklist shall include every area of the operations serviced by the Supplier as well as every task required to be performed.
  - c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the State's inspectors point out the deficiencies.
  - d. A file of all inspections conducted by the Supplier and the corrective action taken. This documentation shall be made available to the University during the term of the contract.

## F. Contract Administration

1. The designee of the Assistant Director of Facilities Management has the responsibility of determining the adequacy of performance by the Supplier in accordance with the terms and conditions of this contract; acting as the University's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned, and advising the Assistant Director of Facilities Management of any factors which may cause delay in performance of the work.

He/she is also responsible for the day-to-day inspection and monitoring of the Supplier's work. The responsibilities include, but are not limited to, inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representative of the Supplier regarding any problems encountered in the performance of the work and generally assisting the Assistant Director of Facilities Management in carrying out his/her responsibilities.

2. Inspection of Services

All services, which include services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection and test by the University to the extent practicable, at all times and placed during the term of the contract. All inspections by the University shall be made in such a manner as not to unduly delay the work.

If any services are not in conformity with the requirements of the contract, the University shall have the right to require the Supplier to immediately take necessary steps to perform the services in conformity with the requirements of the contract.

In the event the Supplier fails to take necessary steps to accomplish the requirements of the contract, the University shall have the right to either (a) procure or furnish upon such terms and in such manner as deemed appropriate, services required by the contract and charge to the Supplier any cost to the University that is directly related to the performance of such services; or (b) terminate this contract for default in accordance with the "default" clause provisions, contained in these specifications.

## G. University Responsibilities

- 1. Electrical service and water, as is reasonable and available to the University, shall be provided to the Supplier by the University. Electrical service shall be provided to the Custodial Equipment by the University (a janitorial closet with sink is provided in each building; some buildings have more than one closet. Those closets are shown on the floor plans as indicated by the word "Janitor" or "Jan"). Although the University bears the cost of providing the utilities, the Supplier bears the risk of testing each circuit, and all risk associated with improperly connecting circuit(s) to its Custodial Equipment. The University shall not guarantee an uninterrupted supply of water, electricity, air conditioning, or heat, except that it shall be diligent in restoring service following any interruption. The University shall not be liable for failures of any such utility services.
- 2. The cost of providing office space with telephone and internet connection and storage space sufficient to provide the services contained herein (a designated area or office area that the non-working supervisors and project

managers can utilize will be made available). Supplier shall be responsible for additional telephone installation costs, local as well as long distance service, telephone repair, telephone line maintenance, and all associated costs. Space in C1087 has been set aside for use by the Custodial Contractor.

# H. Sustainability (At minimum, the following shall be applied to all applicable services):

Conservation is a planned and organized approach designed to conserve energy in our buildings and reduce our dependency on non-renewable sources of energy. Supplier shall ensure that work under this contract is performed in a manner that conserves energy and other University resources. Supplier shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of energy consuming equipment. This will ensure that their employees are assisting the University in conserving energy.

The Supplier shall ensure that their employees support the University's efforts to reduce energy use.

The Supplier shall turn off lights in unoccupied areas where possible, once the area is cleaned. The Supplier shall close window blinds when practical, especially in the summertime, over long weekends, and extended closures of the building.

The Supplier shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, Supplier shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines (energystar.gov). The Contactor shall never turn off or unplug University equipment in the space they are cleaning without prior written approval by the University.

#### I. Tasks, Services and Deliverables:

1. Supplier shall provide a management team to ensure the custodial services duties are complete and thorough. The management team shall consist of two (2) non-working custodial supervisors. The Supplier shall provide the name, address, and telephone number of the non-working custodial supervisor(s) in writing to the Assistant Director of Facilities Management or designee at least five (5) working days prior to the contract date. The term 'non-working supervisor' means a person designated by the Supplier who has full authority to act on behalf of the Supplier on a day-to-day basis at the work site. Any person fulfilling this position shall have prior approval from the Assistant Director of Facilities Management. The supervisors shall be present at all times when other Supplier's personnel are working at the University. Supplier shall determine the working days

and hours of all Supervisory personnel in order to provide adequate coverage and Supervisory oversight to accomplish the service and performance specifications contained herein. Supplier shall also provide, at minimum, one (1) Custodial Manager who will possess extensive experience in Higher Education medical/healthcare housekeeping. The Supplier shall provide the name, address, and telephone number of the Custodial Manager in writing to the Assistant Director of Facilities Management or designee at least five (5) working days prior to the contract starting date (any person fulfilling this position shall have prior approval of the Assistant Director of Facilities Management.

- 2. The Supplier shall provide, train, manage, and direct all Supplier's employees in the performance of the custodial services. The University shall have the right, upon written notice to Supplier, to require the replacement of any Supplier's employee employed at the Facility whose continued presence, in the opinion of the University, is not in the best interest of the University or its employees, provided such replacement shall not contravene any local, State, or Federal law. Supplier will take all measures required by law to assure all Supplier employees who provide the services shall comply with all applicable laws, ordinances, rules, and regulations in the performance of custodial services provided, including but not limited to, all applicable University policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable University policies regarding background information, pre-employment testing, employee (staff) drug testing policies, Environmental Health and Safety Policies, and any other requirements deemed appropriate by the University.
- 3. The Supplier shall provide a sufficient number of adequately trained staff to perform all required custodial services in a timely manner.
  - a. <u>Minimum Standards</u>

The Supplier shall provide staffing to meet or exceed the following "**minimum staffing standards**". These standards are "**minimum**" levels of staffing. The Supplier is responsible for using additional staff if necessary to accomplish the Contract requirements and shall do so at no additional cost to the University.

The basic "<u>full-time staff</u>" is identified as 40-hours per week, excluding lunch time, travel time, etc., and it shall consist of a **minimum of 13 persons PLUS two (2) non-working supervisors**. In those instances where small areas are added to the Contract, the Supplier will be permitted to add less than half-time positions until more substantial occupancy is reached. However, the Supplier is responsible for making levels over and above the minimums described in order to comply with the Specifications.

## b. Day Attendant

The day attendant's primary responsibilities shall be the repetitive cleaning of assigned areas, stocking and cleaning restrooms throughout the day, policing interiors and immediate exterior areas around buildings, cleaning up spills, spot cleaning floors, carpet, walls, and windows, and other duties as directed by the University Representative. Day attendants are strictly on an "as needed" basis, and the cost of services for them and Contract Labor IS NOT TO BE INCLUDED in the Monthly Janitorial Services (item 1 on the solicitation price sheet). However, all Suppliers are required to provide the hourly rate for adding the day attendant to the contract as indicated on the attached solicitation price sheets (item 3).

Staff shall be properly trained in the latest custodial services practices and techniques to include, at a minimum, yearly training on 29CFR1910.1030 (Bloodborne Pathogens Standard) and 29CFR1910.1200 (Hazardous Communications) for all applicable staff. Supplier shall provide proof of training for each employee and copies of training certificates that may be applicable upon request. Supplier shall also provide a resume/biographical sketch for the employees and supervisors who will be responsible for the University account upon request.

4. Due to the diverse workforce, faculty, and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the successful Supplier must provide a letter certifying that criminal history checks have been conducted on all personnel providing service to the University under this contract. Said letter shall be provided upon request. As personnel are added throughout the contract period, an updated letter must be provided. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. In the background check, the Supplier cannot allow a registered sex offender to work on campus.

Supplier shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Supplier is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use university telephones, copy machines, materials or supplies except as authorized. All contract employees will be required to enter and leave the premises through the security desk entry point located in the lobby of the Clinic Building. All employee packages or other items brought into or out of the facility will be subject to search by security officers.

- 5. The Supplier shall require employees to submit to standard drug and alcohol tests if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The University may request that the Supplier perform a standard drug and alcohol test on any of the Supplier's employees. Additionally, the Supplier must perform a drug and alcohol test following any workplace incident/accident on University property within two (2) hours of the incident/accident. Anyone who tests positive for drugs and/or alcohol shall no longer be allowed to work at the University.
- 6. The University reserves the right to require the Supplier to remove any employee from any or all buildings employed under the Contract when the University deems it to be in the University's best interest.

Photo ID cards will be issued by the University and shall be worn at all times while in the facility. Supplier is responsible for all keys issued. Keys are not to be left in doors, and the Supplier is not to admit anyone to offices while work is in progress unless advised by the Assistant Director of Facilities Management or designee. All doors are to be closed, locked, and checked before leaving the building, unless otherwise noted. In the event of key loss, Supplier will reimburse the University for replacement or corrective measures, to include re-keying of affected locations.

- 7. The Supplier shall furnish a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the University representative of that replacement.
- 8. The Supplier shall ensure that employees shall not use common areas of any University facility for breaks, lunch, etc. Supplier shall be allowed to use the common restrooms in these facilities.
- 9. The Supplier shall ensure that all employees adhere to the University's tobacco use policy. Pennington is a non-smoking facility, and smoking is prohibited at the facility or on its grounds.
- 10. The Supplier shall provide additional services (non-repetitive in nature) similar to, but not included in, the custodial services outlined in this solicitation from time to time as agreed to by the parties. The University does not guarantee that it will request any of these additional services. Orders for additional services may be placed orally when the amount of the order totals \$100 or less in the event of any emergency. All orders

shall be confirmed by the issuance of a service order. Any invoices for additional services shall bear the appropriate service order number.

- 11. The Supplier shall provide a complete list of all chemicals and materials that will be used to perform custodial services at the University. The list should include type, brand, manufacturer, and anticipated quantity. Supplier shall provide material safety data sheets (MSDS) for all chemicals to be used at the University. The University shall have the right to reject the use of any chemical or material and to require a comparably priced substitution.
- 12. All work performed by the Supplier shall be performed in accordance with all applicable laws, rules, regulations, etc. Any needed permits, licenses, etc., are the responsibility of the Supplier.
- 13. The Supplier shall provide all needed equipment to perform all custodial services. The equipment provided shall be maintained in optimum condition at all times. Backup equipment shall be available in the event that the normally assigned equipment needs to be serviced. The Supplier shall be responsible for the storage of any equipment. The University will provide a limited amount of space for storage in campus buildings. Custodial supplies shall not be stored in any other rooms besides janitor closets in the buildings, including but not limited to the mechanical and electrical rooms.
- 14. The Supplier shall be responsible for the overall safety of the workplace they are working in. It is the Supplier's responsibility to provide adequate safeguards, barriers, warning signage, etc. necessary to notify University employees, students, visitors, and others of any potential dangers present in the areas that the Supplier is working.
- 15. Schedule of Services
  - a. Hours of Service The Supplier shall typically perform the majority of its custodial services during the evening and night shifts, between the hours of 5:30 pm and 2:00 am. Day attendant and policing services will be performed during the University's normal business hours. This schedule is subject to change according to the University's needs and mutual agreement between the parties; however, the parties will provide each other with at least one week's notice prior to making any recommended changes to the service schedule.
  - b. Extended Hours Supplier shall provide adequate personnel beyond the normal business hours to accommodate the University's needs at certain times of the year. The times may

vary but typically involve the stripping and waxing of floors during Christmas Break, and for cleaning of events. The Pennington Facilities Management Department will provide the Supplier with an anticipated schedule for these extended hours.

c. Emergency Call Out – Supplier shall provide full contact information for the supervisor assigned to the Pennington account. The supervisor shall be available and able to be reached by phone at all times. If, for some reason, this supervisor will not be able to be reached, then another employee shall be designated and their contact information provided. **Supplier shall respond on site to any emergency call out within 1-1/2 hours of receiving the telephone call.** 

## 16. Holidays

- a. Generally, the University recognizes the following holidays that fall during the contract term, and the Supplier shall not be responsible for having any personnel in the facility on these holidays:
  - 1. New Year's Eve
  - 2. New Year's Day
  - 3. Martin Luther King Day
  - 4. Mardi Gras Day
  - 5. Good Friday
  - 6. Independence Day
  - 7. Labor Day
  - 8. Thanksgiving Day and the day after
  - 9. Christmas Eve
  - 10. Christmas Day
- b. The University's official holiday schedule will be provided to the Supplier on or around July 1<sup>st</sup> of each contract year. Supplier shall be responsible for responding to scheduled service on the holidays listed above. Supplier shall seek, in writing, advance written approval from the University Representative regarding the recognition of any other holidays for its employees not recognized by the University. Supplier may request additional days off for service performed during scheduled Holidays.

## 17. Security

a. The Supplier shall not disturb papers on desks, open drawers, cabinets or lockers, use telephones, radios, computers, or office equipment, or tamper with personal property.

- b. The Supplier shall ensure all interior doors are closed, checked, and locked (unless otherwise requested) before leaving the building each evening. Should Supplier employees leave doors open/unlocked, Supplier shall be responsible for expenses incurred by the University to secure the doors and for anything stolen or damaged.
- c. The Supplier shall report, in writing, within four (4) hours, to the University anything out of the ordinary, such as stopped toilets, stopped drains, broken fixtures, lights out of order, etc. Supplier shall immediately report verbally and also in writing to Security anything out of the ordinary which may cause damage to the University facilities such as overflowing toilets, electrical problems, water intrusion, unlocked doors, etc. Additionally, Supplier shall email a report of all the above items to University Facilities Management before 8:00 am the following morning.
- d. The Supplier, its agents, and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.
- e. The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Supplier, its employees, or agents, which may be brought or stored on the University campus.
- f. All contract employees will be required to enter and leave the premises through the Security Desk entry point located in the lobby of the Clinic Building "D". The supplier **MUST** sign in with Security on a nightly basis, at which time they will receive access cards and the required keys. They MUST sign out every night once the cleaning is completed and return the access cards and keys to Security.
- 18. Service Requirements
  - a. General Cleaning Guidelines

In addition to industry standards, Supplier shall adhere to the following:

i. Do not re-use dirty water for any function.

- ii. All areas swept, dust mopped, damp mopped, or vacuumed shall be left clean and free of noticeable dust and debris.
- iii. Waste receptacles shall be cleaned, sanitized, and rinsed thoroughly.
- iv. Appropriate safety signage shall be in place while mopping, waxing, stripping floors, or during wet weather.
- v. Stripping and waxing shall be accomplished at night and on weekends or holidays.
- vi. No wax is to be poured down drains.
- b. The Supplier shall perform custodial services to clean ALL AREAS OF THE FACILITIES IDENTIFIED AS GROUP A (Exhibit A – BUILDING LIST) (MONDAY, WEDNESDAY, AND FRIDAY GROUP) three (3) days a week, Monday through Friday.
  - i. Daily Service Requirements
    - 1. Empty and wipe clean all wastebaskets. QUALITY CONTROL STANDARD: Free of stains and stained litters.
    - Sweep and/or dust mop and damp mop all noncarpeted floor surfaces.
       QUALITY CONTROL STANDARD: Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.
    - 3. Vacuum clean all carpeted areas. QUALITY CONTROL STANDARD: All debris, paper, lint balls, dirt, and gum removed from carpet, including in and around furniture edges (desks, tables and chairs), and equipment. Spot treat any carpet stains.
    - 4. Wipe clean writing surfaces and trays. QUALITY CONTROL STANDARD: Writing surfaces shall be wiped clean with Finney or equal erasers, using sponge side and completing with the leather side. Trays shall be wiped clean and free from dust build-up.
    - Wipe clean all entrance door glass, interior and exterior, and window panels immediately adjacent. Frame and ledges wiped clean. Remove any tape from windows every Friday.

QUALITY CONTROL STANDARD: Glass shall be clean and free of water spots, streaks, and dust.

- Clean and polish all drinking fountains. QUALITY CONTROL STANDARD: Free of water stains and alkaline deposits. Polish and dry using proper cleaners.
- 7. Clean interior stairways. QUALITY CONTROL STANDARD: Stairways shall be free of lint, dust, paper, debris, stains, and cobwebs.
- Broom or power sweep immediate entrance exterior areas in front of doorways.
   QUALITY CONTROL STANDARD: Shall be free of lint, paper, debris, and stains.
- 9. Dust all high walls and ceilings, counters, <u>excluding</u> laboratory tops, file cabinets, desk tops, and telephones. Laboratory casework is to be cleaned from the TOP down; laboratory tops are <u>excluded</u> from this contract. Also clean exterior surface of all laboratory refrigerators and freezers.
  QUALITY CONTROL STANDARD: Free of dust, dirt, lint, cobwebs, hand prints and stains.
- 10. Properly arrange office, staff dining and lab furniture.

QUALITY CONTROL STANDARD: Chairs and stools shall be placed under tables, desks, or lab stations.

11. Restrooms, locker rooms, showers: Sweep and wetmop restroom floors with cleaner and disinfectant, rinse.

QUALITY CONTROL STANDARD: Free of dirt (especially in corners), stains, paper, cobwebs, water, mop stains and debris. Baseboards and panel bases clean of dirt build-up and stains. Drains free of debris and hair.

- Toilets/Urinals: Wash, clean, sanitize, and disinfect all toilets, urinals and toilet seats.
   QUALITY CONTROL STANDARD: Toilets and urinals free of water build-up and stains, dust, dirt and spots. Flush valves <u>clean</u> and <u>polished</u>. Toilet seats up for use, free of spots and stains.
- Spot wash restroom walls, shower rooms, partitions and doors.
   OUALITY CONTROL STANDARD: Walls free

of writing, dust and stains. Shower room walls free of water build-up, body oils and dirt. Partitions and doors shall be free of stains, writing and dust. Ceilings, walls, and corners shall be free of cobwebs.

14. Clean restroom and locker/shower room fixtures and chrome.

QUALITY CONTROL STANDARD: All fixtures, faucets, pipe (under sink) shall be clean and free of water build-up, body oils and dirt. Partitions and doors shall be free of stains, writing and dust. Ceilings, walls, and corners shall be free of cobwebs.

- 15. Clean restroom mirrors. QUALITY CONTROL STANDARD: Mirrors shall be clean and free of water spots, streaks, and dust. No dust on ledges.
- 16. Clean and fill all restroom dispensers. QUALITY CONTROL STANDARD: <u>Dispensers</u> <u>shall be stocked daily and maintained at adequate</u> <u>level (liquid, powder soap and paper products,</u> including feminine products). Dispensers shall be clean and dust free.
- 17. Damp mop spillage from all <u>non-carpeted</u> floor surfaces including food service and preparation rooms, vending area, and dining area. QUALITY CONTROL STANDARD: No visible debris, paper, spills, stains, gum, dirt, mop stains, food particles on lint on floor, base, corners, walls, door frames, baseboards, furniture and all other surfaces should be free of water marks and splashing from cleaning solutions or wax.
- 18. Clean and sanitize vending area, including interior and exterior of microwave oven(s) and refrigerator(s), scrub sink and disk rack, wipe counter surface clean, empty garbage can(s), and replace paper towels as required. Wipe clean all table and chair surfaces and bases in Staff Lounge area. Deodorize as necessary.
  QUALITY CONTROL STANDARD: No visible spills, stains, water marks, food particles, hand prints, grease, dirt or offensive odors.
- Spot clean carpets, Shampoo or bonnet clean, as required to remove spots, spills and traffic dirt.
   Alternative carpet cleaning methods may be used if satisfactorily demonstrated and approved by the Director of Facilities management

QUALITY CONTROL STANDARD: Free from spills, stains, traffic dirt, rain (when applicable), paper, etc. Maintain a reasonable, normal cleanliness.

- 20. Keep custodial closets neat and orderly. QUALITY CONTROL STANDARD: Clean, stocked, floor clean of stains and dirt; equipment clean and orderly.
- 21. Report burned-out lights to the Facilities Management representative.
- 22. Leave only designated lights on.
- 23. Turn in lost items to Security.
- 24. Check and maintain building security during and upon completion of work, locking all doors that are to be locked.
- 25. When electrical service to a receptacle is interrupted due to overload by floor maintenance equipment, the problem receptacle shall be reported immediately to security.
- 26. Empty and break down all cardboard boxes, placing them in the cardboard recycle dumpster located near Building "F" or behind Building "C".
- ii. Weekly Service Requirements (to be completed by Monday of each week).
  - 1. Dust mop, damp mop, and machine buff all vinyl and terrazzo floors.
- iii. Monthly Service Requirements (To Be Completed by the First Tuesday of Every Month)
  - 1. Clean all door glass and glass immediately adjacent to all main entrance doors of the Administration Building, Lab Building, Basic Sciences Building, Conference Center Building, Conference Center Annex Building, and clean glass partitions at Secretarial Areas on first and second floors of the Administration Building and all floors of the Basic Sciences Building.
  - 2. Wipe clean all exterior metal surfaces, vision panels, and Plexiglas control panel covers for each of the eleven (11) Environmental Rooms in the Lab Building and for each of the four (4) Environmental Rooms in the Basic Sciences Building.

- 3. Wipe clean all ceiling mounted and wall mounted HVAC supply and return air grilles. Also clean adjacent ceiling tile and wall areas as necessary to provide dust and soil free area around grilles.
- iv. Quarterly Service Requirements
  - 1. Polish all desks and furniture.
  - 2. Clean all synthetic furniture covers.
  - 3. Clean all interior blinds and glass handrails throughout the facility.
  - 4. Perform all functions specified under Section 18.b.i "Daily Service Requirements" once each quarter in all unoccupied areas, which are designed in GREEN on the floor plans. Laboratory counter tops in <u>unoccupied areas only</u> are to be dusted along with casework and fume hoods.
  - 5. Clean glass balconies on 2<sup>nd</sup> and 4<sup>th</sup> floor terraces on Basic Sciences Building.
- v. Semi-Annual Service Requirements
  - 1. Shampoo all carpeted areas, offices, hallways, trailers, etc.
  - 2. Extract or bonnet clean all hallway carpets and lobbies.
  - 3. Clean interior of all remaining windows and window walls in occupied areas identified on attached floor plans.
- vi. Annual Service Requirements
  - 1. Clean all overhead light fixtures.
  - 2. Strip, rewax, and buff all vinyl tile, soft flooring, terrazzo, ceramic tile and brick paver floors, to include vinyl base (remove stripper and clean base before applying new wax to floors).
  - 3. Extract clean all carpeted areas (to be accomplished by use of extraction method).
  - 4. Shampoo extract all carpeted areas (during Christmas break).
  - 5. Thoroughly clean all interior glass windows, doors, curtain wall, etc. including tall glass window wall in Administration Building lobby along with all glass balconies, walkways, and stairwells in the Basic Sciences Building (large Atrium area glass excluded

except around doors and walkways to the Lab Building) and all glass along the corridors and stairwells in the Conference Center.

- vii. Utility Work, Floor Maintenance, Frequency Schedule for Vinyl, Vinyl Asbestos Other Soft Flooring, Carpet, Ceramic Floor and Terrazzo.
  - 1. The Supplier's floor maintenance calendar schedule, once approved, will be used and adhered to with no changes from the schedule unless approved by the Pennington representative.
  - 2. Floor Procedure: Sweep, dust mop, remove residue from floor. Wet mop with proper cleaners. Hi-speed or scrub as required to remove black marks, let dry, clean vinyl base, and apply proper coating as per manufacturer's instructions.

QUALITY CONTROL STANDARD: <u>Glossy</u> <u>shine</u> with no powdering or streaked appearance. Walls, doors, frames and furniture should be free of residue.

3. Carpet Procedure: Vacuum thoroughly, spot stains with approved chemicals. Bonnet clean (method) carpets or use extraction method to remove stains or dirt build-up. Alternative cleaning methods may be used if specifically approved by the Director of Facilities Management.

> QUALITY CONTROL STANDARD: No streaking, no light or dark shaded areas, no staining. Furniture and walls should be free of spills.

- 4. Ceramic Tile Floors: Sweep, machine scrub floor using proper cleaners, hand scrub under and around partition panels, under toilets, corners, doorways, and door jams. Rinse, damp mop floor and walls. Apply sealer to restroom floor only.
  QUALITY CONTROL STANDARD: Free of soap cleaner residue. Corners free of machine marks, no dirt build-up visible in base, partition panels, doors, door jams.
- 5. Building Detail Work Procedure:
  - a. Dust desks, chairs, tables and other office furniture and laboratory casework cabinets, including chair rungs and bases, and glass tops.

- b. Dust all ledges, flat surfaces within reach. Remove all cobwebs from corners, walls and ceilings.
- c. Remove fingerprints and smudges from doors and walls.
- d. Clean door facia plates and thresholds.
- e. Vacuum under cushions of upholstered furniture.
- f. Dust or vacuum air return grills and registers in walls, doors and ceilings.
- g. Dust all window blinds and louvers.
- c. The Supplier shall perform custodial services to clean ALL AREAS OF THE FACILITIES IDENTIFIED AS GROUP B (Exhibit A – BUILDING LIST) (MONDAY – FRIDAY GROUP) five (5) days a week, Monday through Friday.
  - i. Daily Service Requirements
    - 1. Empty and wipe clean all wastebaskets. QUALITY CONTROL STANDARD: Free of stains and stained litters.
    - Sweep and/or dust mop and damp mop all noncarpeted floor surfaces.
       QUALITY CONTROL STANDARD: Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.
    - 3. Vacuum clean all carpeted areas. QUALITY CONTROL STANDARD: All debris, paper, lint balls, dirt, and gum removed from carpet, including in and around furniture edges (desks, tables and chairs), and equipment. Spot clean any carpet stains.
    - 4. Wipe clean writing surfaces and trays. QUALITY CONTROL STANDARD: Writing surfaces shall be wiped clean with Finney or equal erasers, using sponge side and completing with the leather side. Trays shall be wiped clean and free from dust build-up.
    - 5. Wipe clean all entrance door glass, interior and exterior, and window panels immediately adjacent. Frame and ledges wiped clean. Remove any tape from windows every Friday. QUALITY CONTROL STANDARD: Glass shall be clean and free of water spots, streaks, and dust.
    - 6. Clean and polish all drinking fountains.

QUALITY CONTROL STANDARD: Free of water stains and alkaline deposits. Polish and dry using proper cleaners.

- 7. Clean interior stairways.
  - QUALITY CONTROL STANDARD: Stairways shall be free of lint, dust, paper, debris, stains, and cobwebs.
- Broom or power sweep the immediate entrance exterior areas in front of doorways.
   QUALITY CONTROL STANDARD: Shall be free of lint, paper, debris, and stains.
- 9. Dust all high walls and ceilings, counters, <u>excluding</u> laboratory tops, file cabinets, desk tops, and telephones. Laboratory casework is to be cleaned <u>from the TOP down</u>; laboratory tops are <u>excluded</u> from this contract. Also clean exterior surface of all laboratory refrigerators and freezers.
  QUALITY CONTROL STANDARD: Free of dust, dirt, lint, cobwebs, hand prints and stains.
- Properly arrange office, staff dining and lab furniture.
   QUALITY CONTROL STANDARD: Chairs and stools shall be placed under tables, desks, or lab stations.
- 11. Restrooms, locker rooms, showers: Sweep and wetmop restroom floors with cleaner and disinfectant, rinse.

QUALITY CONTROL STANDARD: Free of dirt (especially in corners), stains, paper, cobwebs, water, mop stains and debris. Baseboards and panel bases clean of dirt build-up and stains. Drains free of debris and hair.

- Toilets/Urinals: Wash, clean, sanitize, and disinfect all toilets, urinals and toilet seats.
   QUALITY CONTROL STANDARD: Toilets and urinals free of water build-up and stains, dust, dirt and spots. Flush valves <u>clean</u> and <u>polished</u>. Toilet seats up for use, free of spots and stains.
- Spot wash restroom walls, shower rooms, partitions and doors.
   QUALITY CONTROL STANDARD: Walls free of writing, dust and stains. Shower room walls free of water build-up, body oils and dirt. Partitions and doors shall be free of stains, writing and dust. Ceilings, walls, and corners shall be free of cobwebs.

- 14. Clean restroom and locker/shower room fixtures and chrome.
  QUALITY CONTROL STANDARD: All fixtures, faucets, pipe (under sink) shall be clean and free of water build-up, body oils and dirt. Partitions and doors shall be free of stains, writing and dust. Ceilings, walls, and corners shall be free of cobwebs.
- 15. Clean restroom mirrors. QUALITY CONTROL STANDARD: Mirrors shall be clean and free of water spots, streaks, and dust. No dust on ledges.
- 16. Clean and fill all restroom dispensers. QUALITY CONTROL STANDARD: <u>Dispensers</u> <u>shall be stocked daily and maintained at adequate</u> <u>level (liquid, powder soap and paper products,</u> including feminine products). Dispensers shall be clean and dust free.
- 17. Damp mop spillage from all <u>non-carpeted</u> floor surfaces including food service and preparation rooms, vending area, and dining area. QUALITY CONTROL STANDARD: No visible debris, paper, spills, stains, gum, dirt, mop stains, food particles on lint on floor, base, corners, walls, door frames, baseboards, furniture and all other surfaces should be free of water marks and splashing from cleaning solutions or wax.
- 18. Clean and sanitize vending area, including interior and exterior of microwave oven(s) and refrigerator(s), scrub sink and disk rack, wipe counter surface clean, empty garbage can(s), and replace paper towels as required. Wipe clean all table and chair surfaces and bases in Staff Lounge area. Deodorize as necessary.
  QUALITY CONTROL STANDARD: No visible spills, stains, water marks, food particles, hand prints, grease, dirt or offensive odors.
- Spot clean carpets, Shampoo or bonnet clean, as required to remove spots, spills and traffic dirt. Alternative carpet cleaning methods may be used if satisfactorily demonstrated and approved by the Director of Facilities Management QUALITY CONTROL STANDARD: Free from spills, stains, traffic dirt, rain (when applicable), paper, etc. Maintain a reasonable, normal cleanliness.

- 20. Keep custodial closets neat and orderly. QUALITY CONTROL STANDARD: Clean, stocked, floor clean of stains and dirt; equipment clean and orderly.
- 21. Report burned-out lights to the Facilities Management representative.
- 22. Leave only designated lights on.
- 23. Turn in lost items to Security.
- 24. Check and maintain building security during and upon completion of work, locking all doors that are to be locked.
- 25. When electrical service to a receptacle is interrupted due to overload by floor maintenance equipment, the problem receptacle shall be reported immediately to security.
- 26. Empty and break down all cardboard boxes, placing them in the cardboard recycling dumpster located near Building "F" or behind Building "C".
- ii. Weekly Service Requirements (to be completed by Monday of each week).
  - 1. Dust mop, damp mop, and machine buff all vinyl and terrazzo floors.
- iii. Monthly Service Requirements (To Be Completed by the First Tuesday of Every Month)
  - 1. Clean all door glass and glass immediately adjacent to doors at Clinic Building, Clinical Research Building, and Imaging Center/Metamor Building, and clean glass partitions at all nurses stations, reception areas, and intake areas.
  - 2. Wipe clean all ceiling mounted and wall mounted HVAC supply and return air grilles. Also clean adjacent ceiling tile and wall areas as necessary to provide dust and soil free area around grilles.
- iv. Quarterly Service Requirements
  - 1. Polish all desks and furniture.
  - 2. Clean all synthetic furniture covers.
  - 3. Clean all interior blinds and glass handrails throughout the facility.
  - 4. Perform all functions specified under Section 18.c.i "Daily Service Requirements" once each quarter in all unoccupied areas, which are designed in GREEN

on the floor plans. Laboratory counter tops in <u>unoccupied areas only</u> are to be dusted along with casework and fume hoods.

- v. Semi-Annual Service Requirements
  - 1. Shampoo all carpeted areas, offices, hallways, trailers, etc.
  - 2. Extract or bonnet clean all hallway carpets and lobbies.
  - Clean interior of all remaining windows and window walls in occupied areas identified on Exhibit B - Building Diagrams.
- vi. Annual Service Requirements
  - 1. Clean all overhead light fixtures.
  - 2. Strip, rewax, and buff all vinyl tile, soft flooring, terrazzo, ceramic tile and brick paver floors, to include vinyl base (remove stripper and clean base before applying new wax to floors).
  - 3. Extract clean all carpeted areas (to be accomplished by use of extraction method).
  - 4. Shampoo extract all carpeted areas (during Christmas break).
  - 5. Thoroughly clean all interior glass windows, doors, curtain wall, etc.
- vii. Utility Work, Floor Maintenance, Frequency Schedule for Vinyl, Vinyl Asbestos Other Soft Flooring, Carpet, Ceramic Floor and Terrazo.
  - 1. The Supplier's floor maintenance calendar schedule, once approved, will be used and adhered to with no changes from the schedule unless approved by the Pennington representative.
  - 2. Floor Procedure: Sweep, dust mop, remove residue from floor. Wet mop with proper cleaners. Hispeed or scrub as required to remove black marks, let dry, clean vinyl base, and apply proper coating as per manufacturer's instructions. QUALITY CONTROL STANDARD: <u>Glossy</u> <u>shine</u> with no powdering or streaked appearance.

Walls, doors, frames and furniture should be free of residue.

 Carpet Procedure: Vacuum thoroughly, spot stains with approved chemicals. Bonnet clean (method) carpets or use extraction method to remove stains or dirt build-up. Alternative cleaning methods may be used if specifically approved by the Director of Facilities Management. QUALITY CONTROL STANDARD: No

streaking, no light or dark shaded areas, no staining. Furniture and walls should be free of spills.

- 4. Ceramic Tile Floors: Sweep, machine scrub floor using proper cleaners, hand scrub under and around partition panels, under toilets, corners, doorways, and door jams. Rinse, damp mop floor and walls. Apply sealer to restroom floor only.
  QUALITY CONTROL STANDARD: Free of soap cleaner residue. Corners free of machine marks, no dirt build-up visible in base, partition panels, doors, door jams.
- 5. Building Detail Work Procedure:
  - a. Dust desks, chairs, tables and other office furniture and laboratory casework cabinets, including chair rungs and bases, and glass tops.
  - b. Dust all ledges, flat surfaces within reach. Remove all cobwebs from corners, walls and ceilings.
  - c. Remove fingerprints and smudges from doors and walls.
  - d. Clean door fascia plates and thresholds.
  - e. Vacuum under cushions of upholstered furniture.
  - f. Dust or vacuum air return grills and registers in walls, doors and ceilings.
  - g. Dust all window blinds and louvers.

# **II. Additional Specifications and Deliverables**

The intent of these specifications is to provide for a complete Custodial Service Program for selected areas of the Pennington Biomedical Research Center, as identified by the attached floor plan drawings. Suppliers are cautioned that these drawings are not to scale and are therefore to be used only for facility familiarization purposes. Bids are to be based on existing building dimensions and conditions as determined by the mandatory site visit. If measurements are

needed for square footage of various floor surfaces (i.e. carpet, tile, etc.) throughout the buildings/areas referenced in this solicitation, it is the responsibility of the supplier to obtain.

This facility is occupied, as indicated by the attached floor plans. The Supplier will be required to provide specified custodial services for those areas <u>NOT</u> identified in color on the floor plans, during a one-year period for a lump sum price (see line item 7 on the solicitation), broken out into a per-month cost.

The University reserves the right to add or remove spaces as necessary. It is intended that pricing of any areas added/removed will be determined based on the square footage pricing submitted in the bid.

All suppliers are to submit bids based on current labor rates, and all associated costs must be included in the supplier's bid prices. Upon a bona fide increase in the minimum wage rate and at the sole discretion of the University, the contract rates may be adjusted for substantiated additional labor costs necessary to reflect the new rate at the time of implementation.

On Exhibit B- Building Diagrams, areas shown in YELLOW denote spaces that are not to be entered nor cleaned. Areas shown in GREEN denote currently unoccupied space that might be added to the contract at a later date. Note: In the Labs, Patient Rooms and Procedure Rooms, all surfaces, including vents, windowsills, baseboards, floors, countertops, windows, etc. that can be cleaned without moving paperwork or other items present are to be included.

Unit prices for the various types of areas, which are not presently in use but are subject to occupancy during the contract period, are solicited as part of this bid package, along with the cost for adding a day attendant, to provide the university with the flexibility to add building spaces to the existing custodial contract as they become occupied. Those types of spaces which may be added to the contract, are identified on the solicitation price sheets, items 4-6. The accompanying quantity provided on the solicitation price sheets, in terms of square footage, is approximate. Actual usage/needs may fluctuate significantly.

The University utilizes a CMMS system for work order management, and the link to the work order request form will be shared with the supplier.

\*\*Supplier will be required to provide the total cost of custodial services for Building H (per month) separately for internal invoicing purposes. The cost of these services shall still be included in line item 7 per the specifications. \*\*

# **III.** References

Supplier shall provide the names, addresses, telephone numbers and email addresses of at least five (5) current facilities for which similar work is being accomplished, of which two (2) shall be in the area of higher education, healthcare organizations, K-12 or government agency, and briefly describe the type of service provided. Do not include current University staff as references.

At least one (1) of the references shall include a contract where the Supplier satisfactorily cleaned a facility with approximately two-thirds (2/3) of the square footage included in this solicitation.

Supplier shall have at least five (5) consecutive years' experience providing custodial services.

The University reserves the right to visit a site listed as a reference by any and all suppliers. The University shall be the sole judge in determining the supplier's qualifications for this job based on references provided and site visit(s) made.

References, resumes, project experience, etc. should be submitted with the bid response. If not included in the bid response and is requested by the university, this information must be submitted within the specified timeframe in the request. Failure to provide this information shall result in rejection of your bid.

# **IV. Mandatory Pre-bid Conference**

A <u>mandatory</u> pre-bid conference will be held at Pennington Biomedical Research Center, Building G (CB Pennington Jr) Lecture Room, G1046, located in the Facilities Management Department on **WEDNESDAY**, **MAY 7 TH**, **2025 at 9:00 AM CT**. A site visit will be conducted at this time, which will take approximately two (2) hours. All suppliers are **REQUIRED** to attend this mandatory pre-bid conference. Failure to attend the mandatory pre-bid conference shall result in disqualification. Suppliers that arrive after the mandatory pre-bid conference has started will not be allowed to participate and will be turned away. All suppliers participating in the mandatory pre-bid conference are required to stay for the entire time. If anyone leaves before the meeting is over, their bid shall not be considered.

The mandatory pre-bid conference is not intended to be an open Q&A session. Any questions that may arise as a result of the mandatory pre-bid conference must be sent in writing to Erica Pino at <a href="mailto:epino2@lsu.edu">epino2@lsu.edu</a>.

# V. Performance Bonds

The Supplier shall be required to provide a performance (surety) bond in the full amount of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the Supplier and the University. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an Arating by A.M. Best up to a limit of 10 percent (10%) of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent (15%) of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. The performance bond is to be provided within fifteen (15) working days from request. Failure to provide within the time specified may cause your bid to be rejected. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. If the contract is extended, then the performance bond shall be required to be renewed for each successive contract term.

# EXHIBIT A - BUILDING LIST

<u>Building</u>	Gross Area (Sq. Ft.)	Area in Contract
Administration "B"	40,100	32,324
Laboratory "C"	89,930	55,251
Clinic "D"	37,500	21,981
Comparative Biology "E"	55,600	1,555
Maintenance "F"	25,850	3,661
Conference Center "G"	81,740	36,256
Residence Center "H"	17,500	2,659
Health & Fitness "J"	8,600	5,500
Kiosk Bldg. "K"	1,400	1,400
Basic Sciences "L"	189,600	144,675
Clinical Research "M"	92,530	81,743
Imaging, Metamor Center "	N" 31,650	24,066
Central Utilities Plant "P"	292,600	1,299

NOTE: During the contract term, any square footages provided by the University in reference to additions or deletions are approximate. The Supplier is responsible for verifying these square footages and adjusting their billing accordingly.

# MONDAY, WEDNESDAY, FRIDAY GROUP (3 days per week) - GROUP A

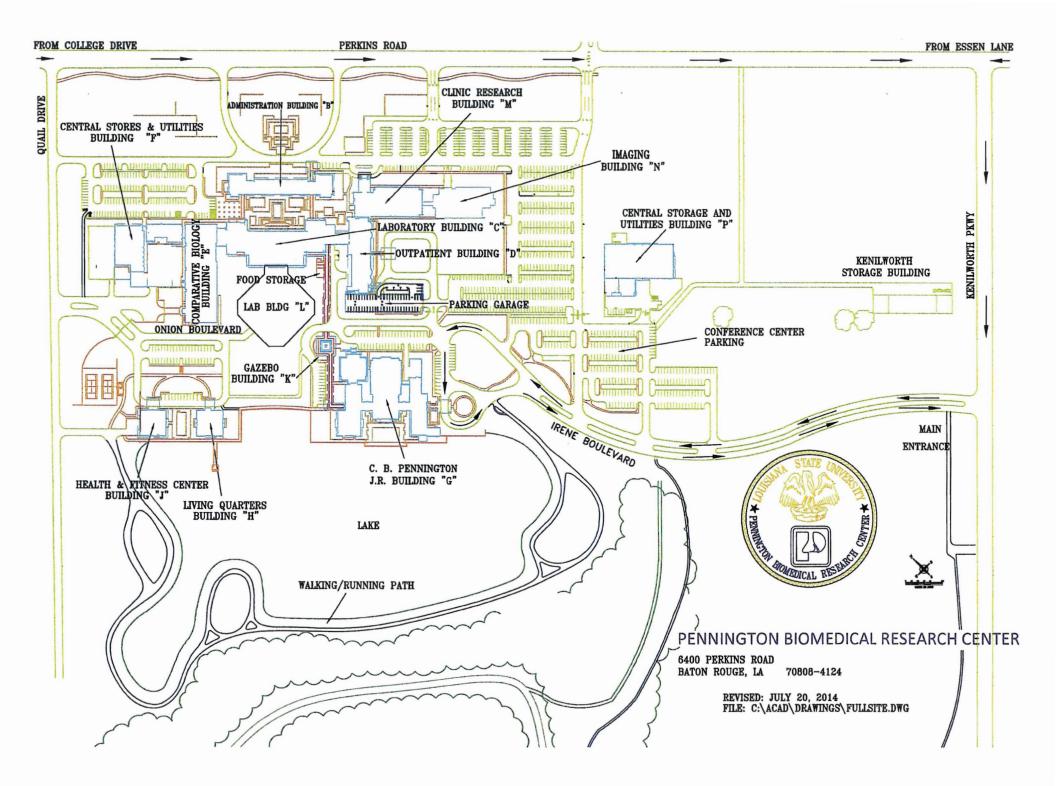
Building B (Administration), C (Laboratory), E (Comparative Biology), F (Maintenance/Receiving), G (Conference Center.), G-Annex (Education), H (Residence Center), K (Gazebo), L (Basic Science), 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Floors of M, 2<sup>nd</sup> Floor Building N (Imaging Center), P (Central Utilities Plant).

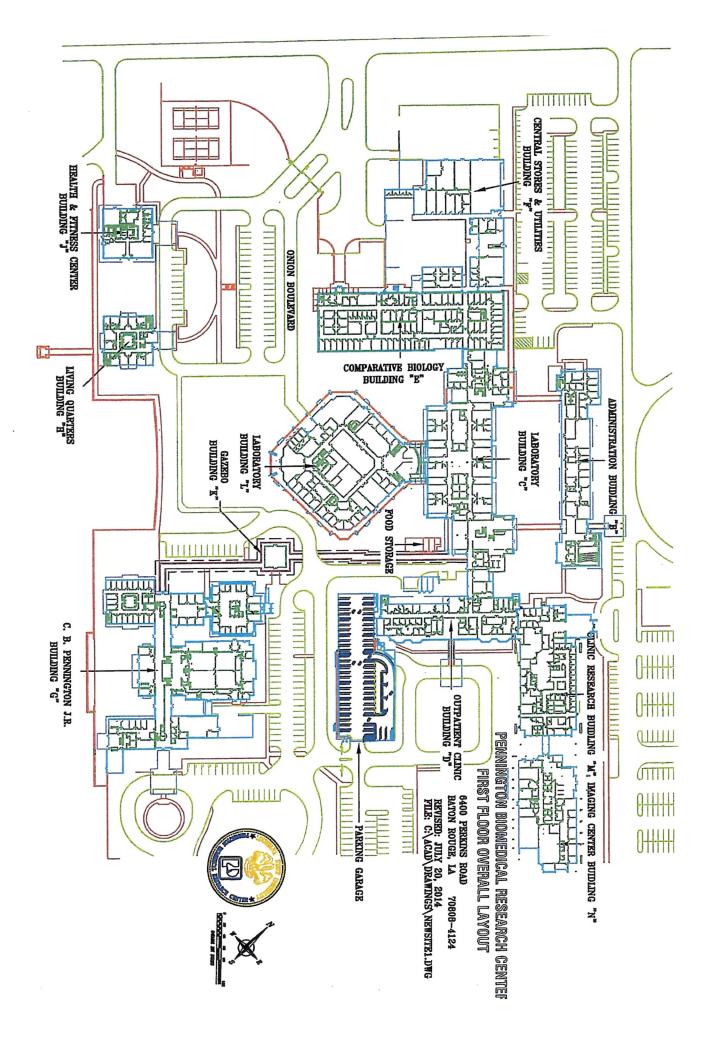
# MONDAY - FRIDAY GROUP (5 days per week) - GROUP B

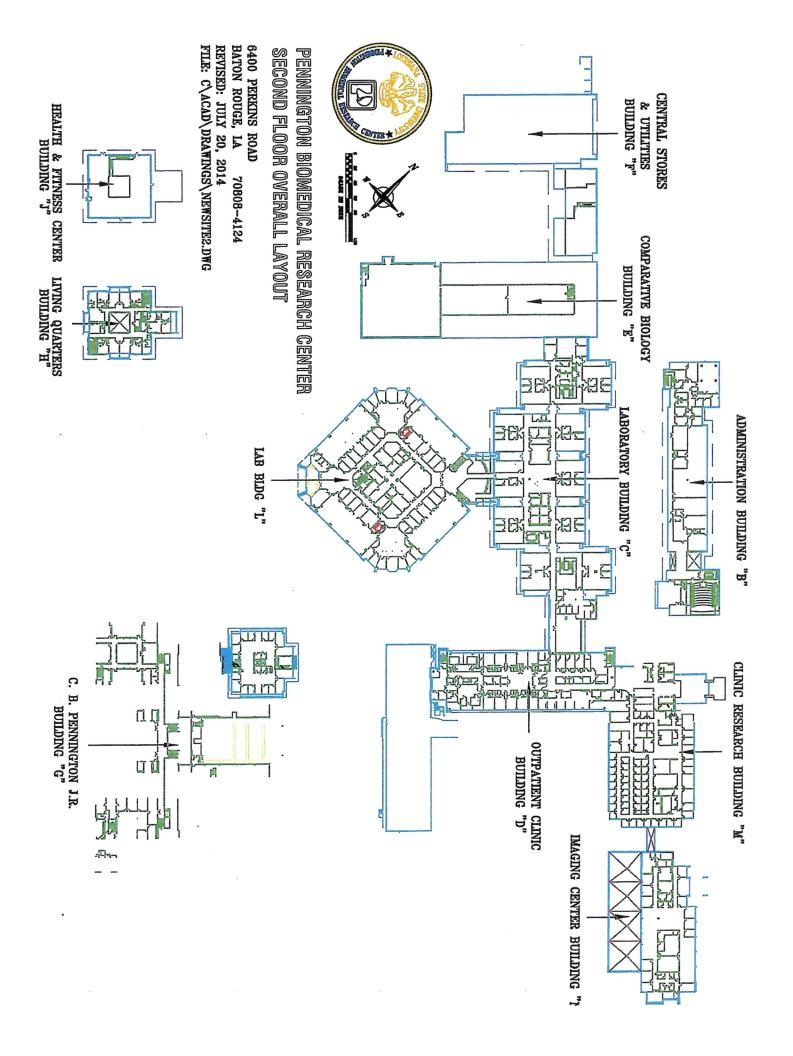
Building D (Clinic), J (Health & Fitness), 1<sup>st</sup> Floor Building M (Clinical Research), M2007 (Clinical Research Participant Dining), M2041, M2042, M2043, M2045, M2046 (Clinical Research Food Intake Rooms), 1<sup>st</sup> Floor Building N (Metamor Clinic), and ALL restrooms/shower facilities.

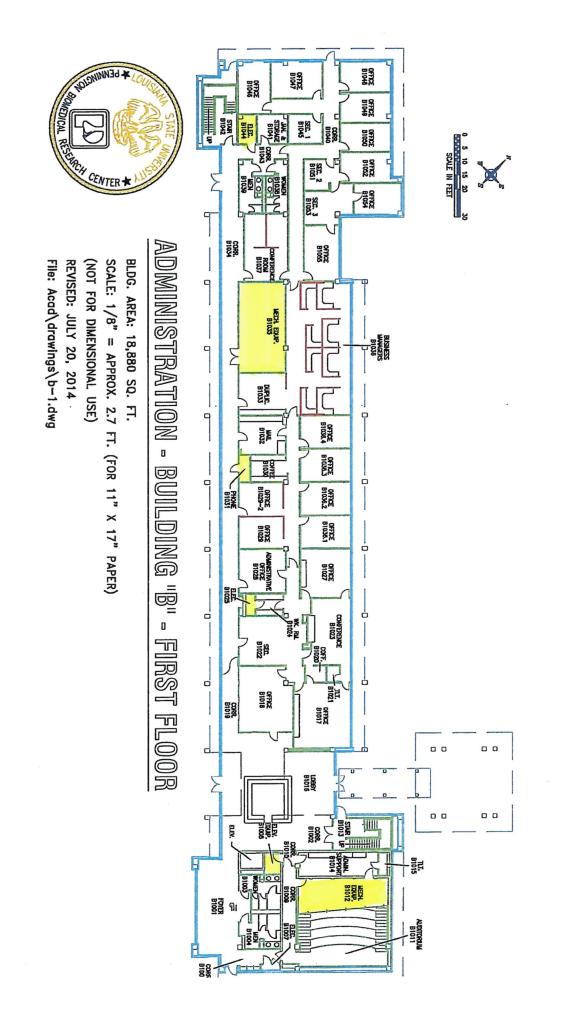
# Exhibit B - Building Diagrams

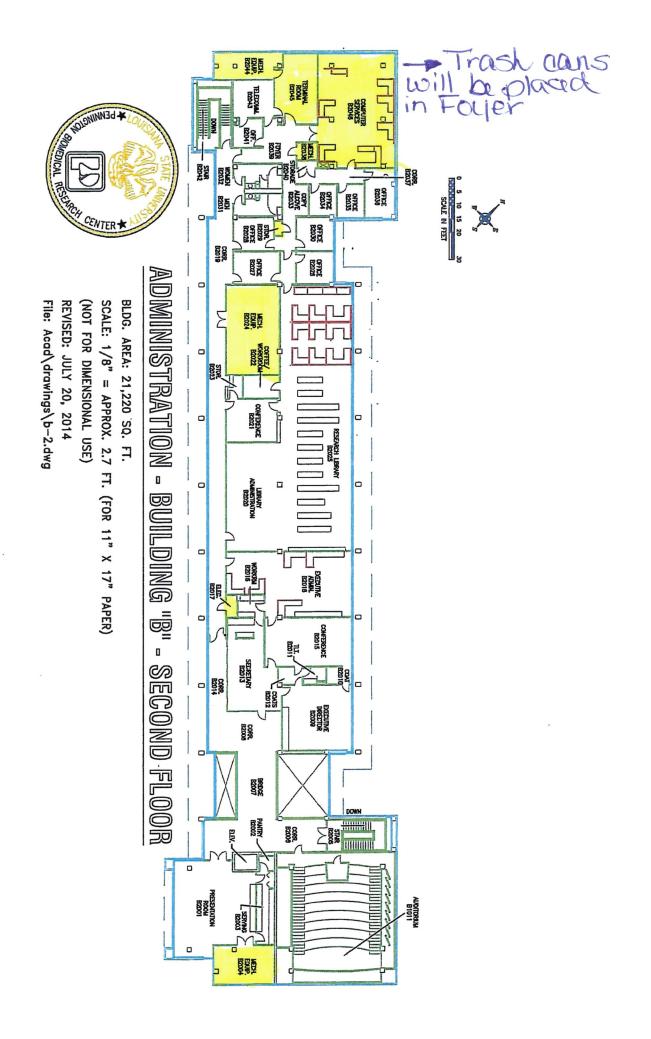


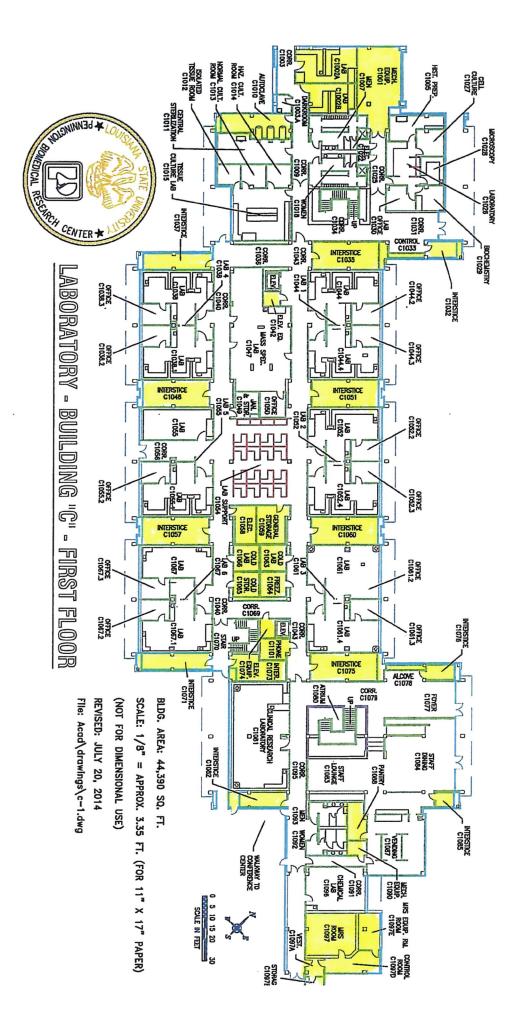


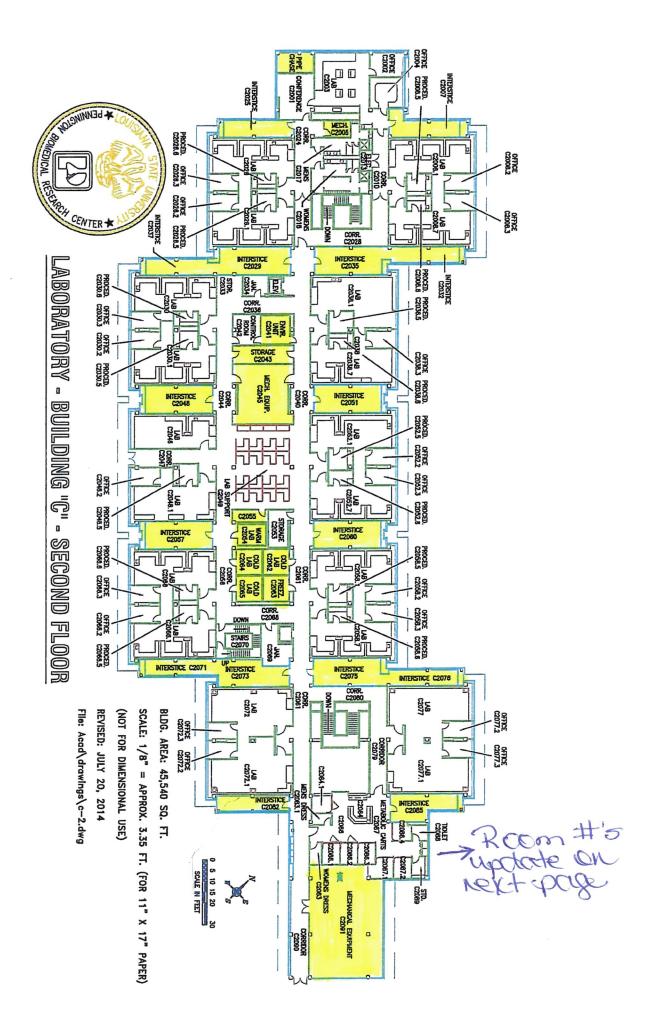


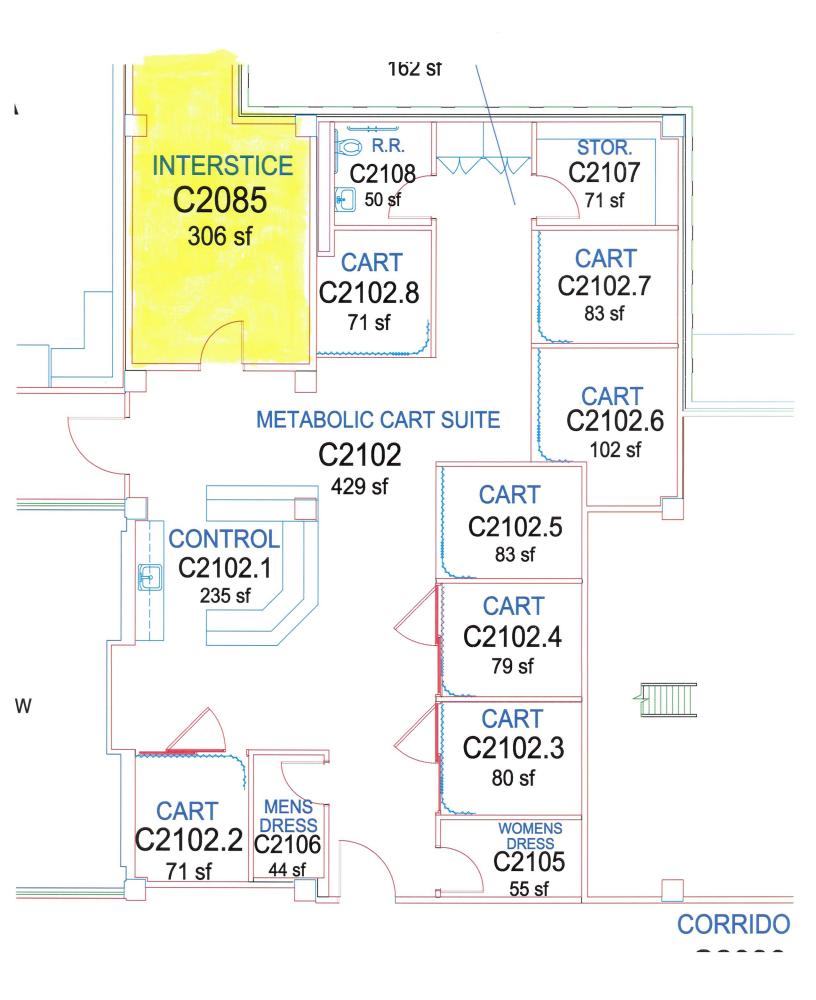


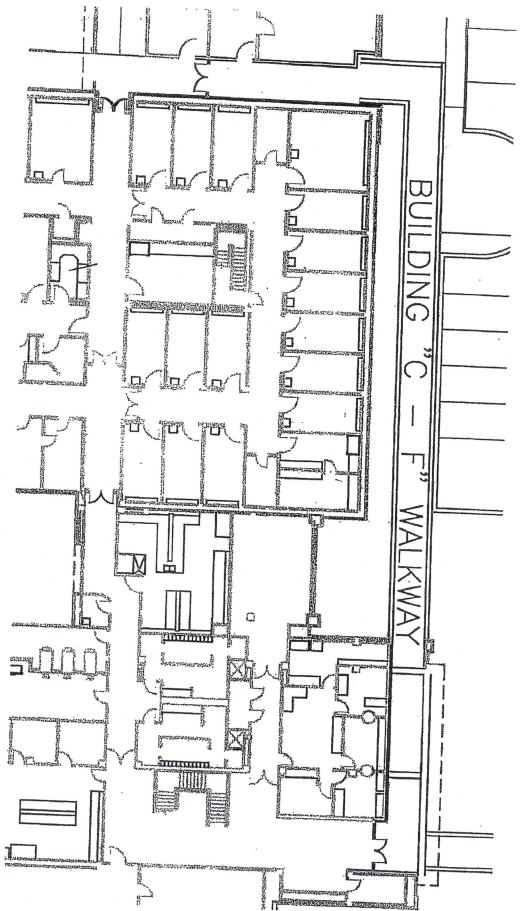




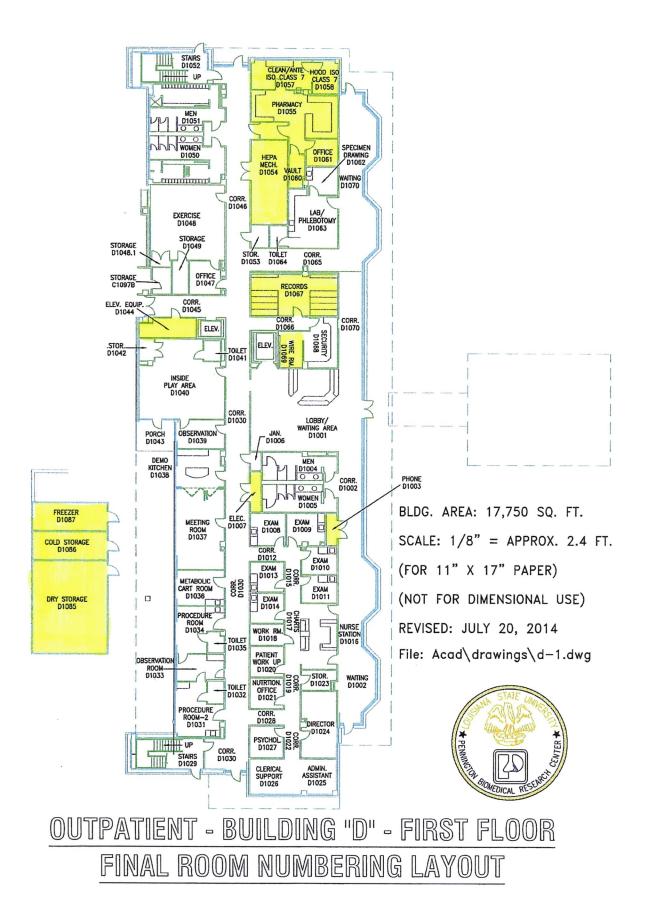


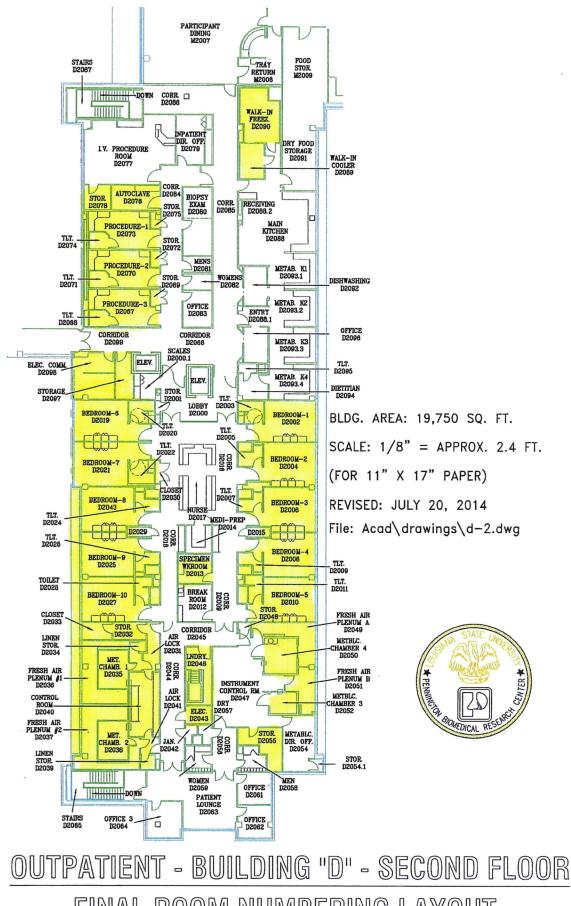




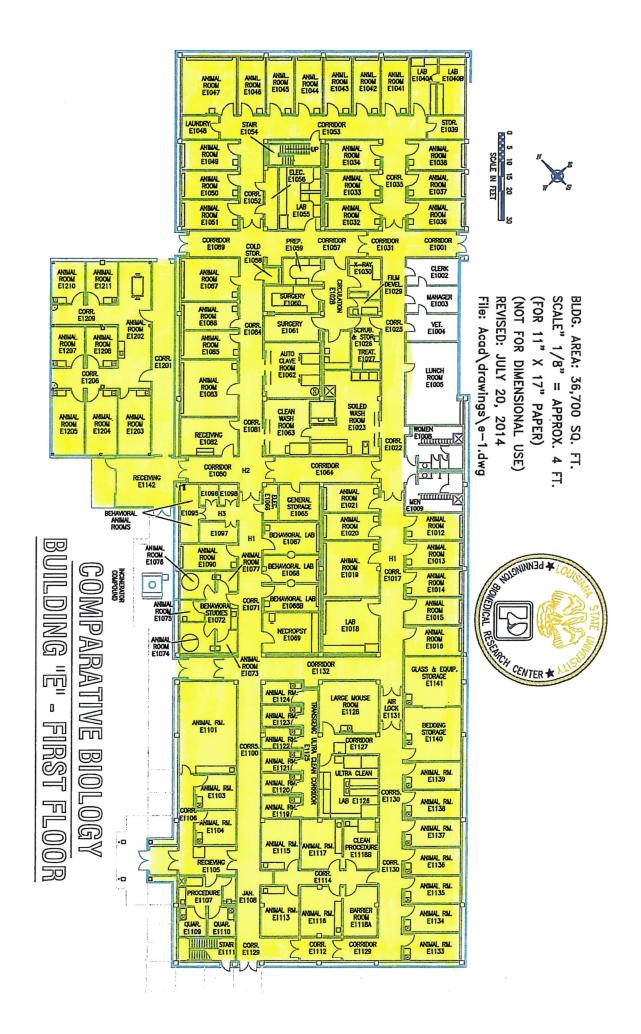


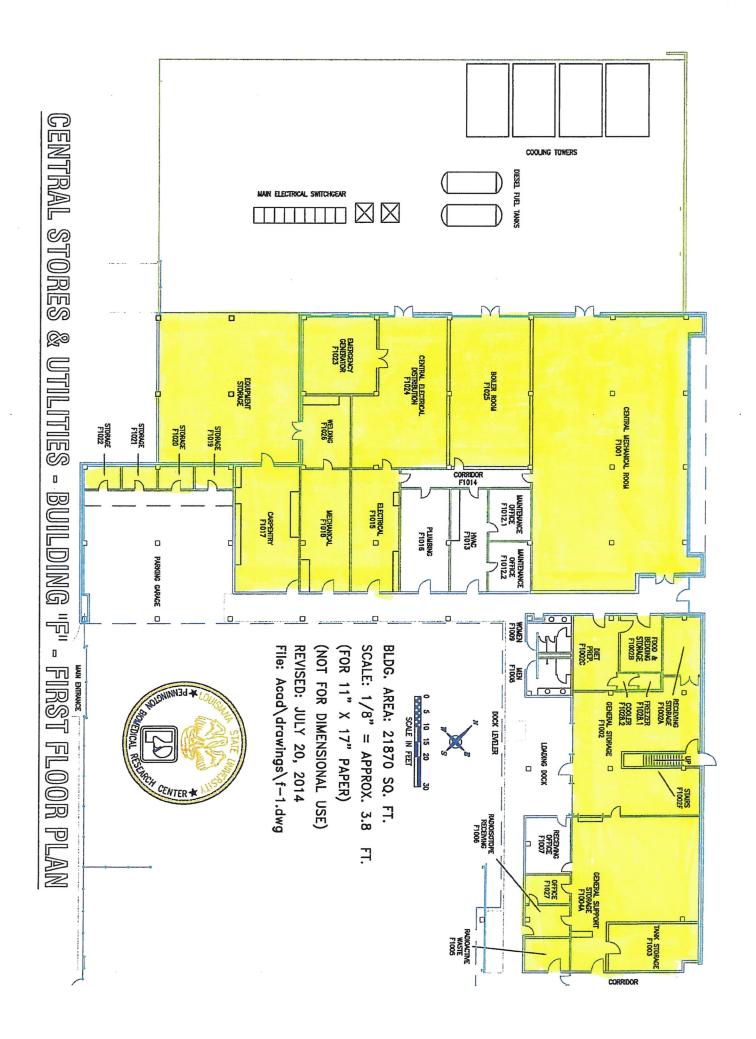
APPROXIMATELY 2,125 SQUARE FEET

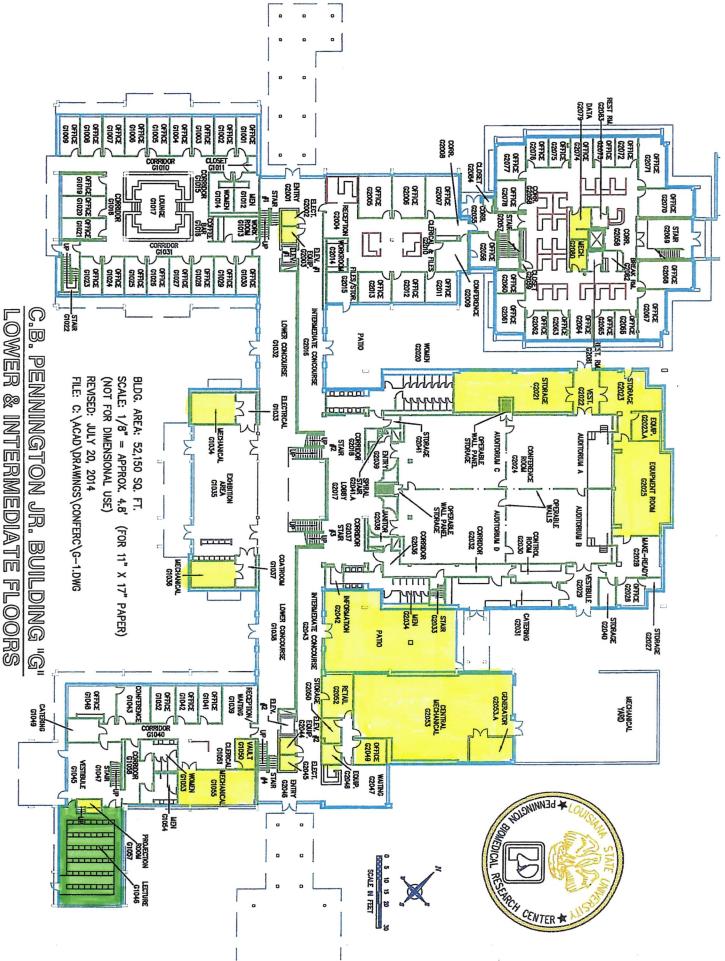


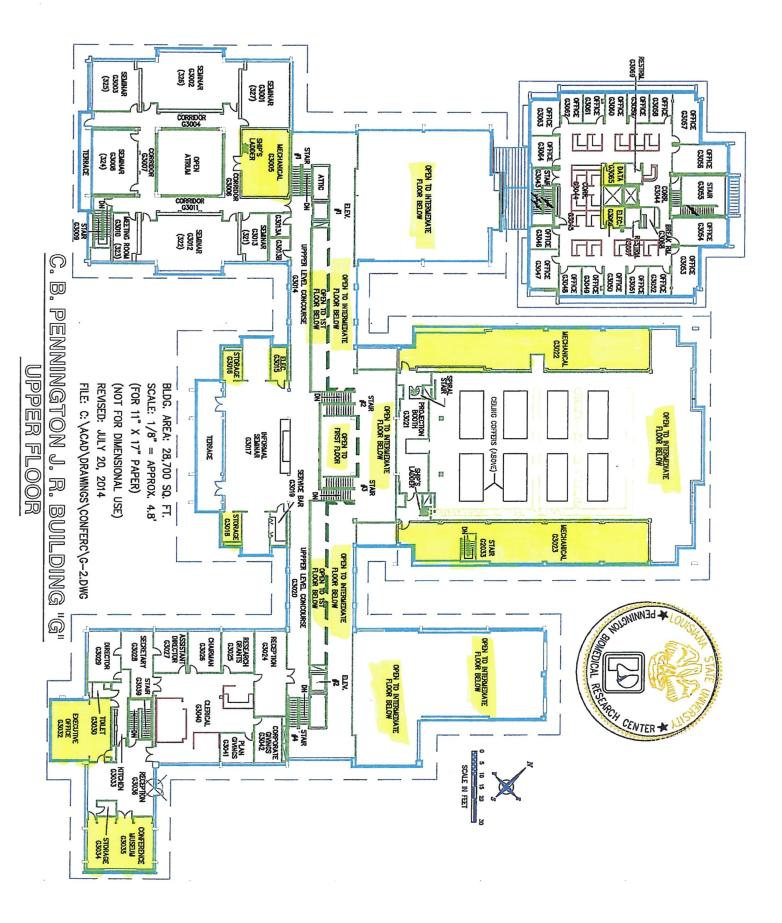


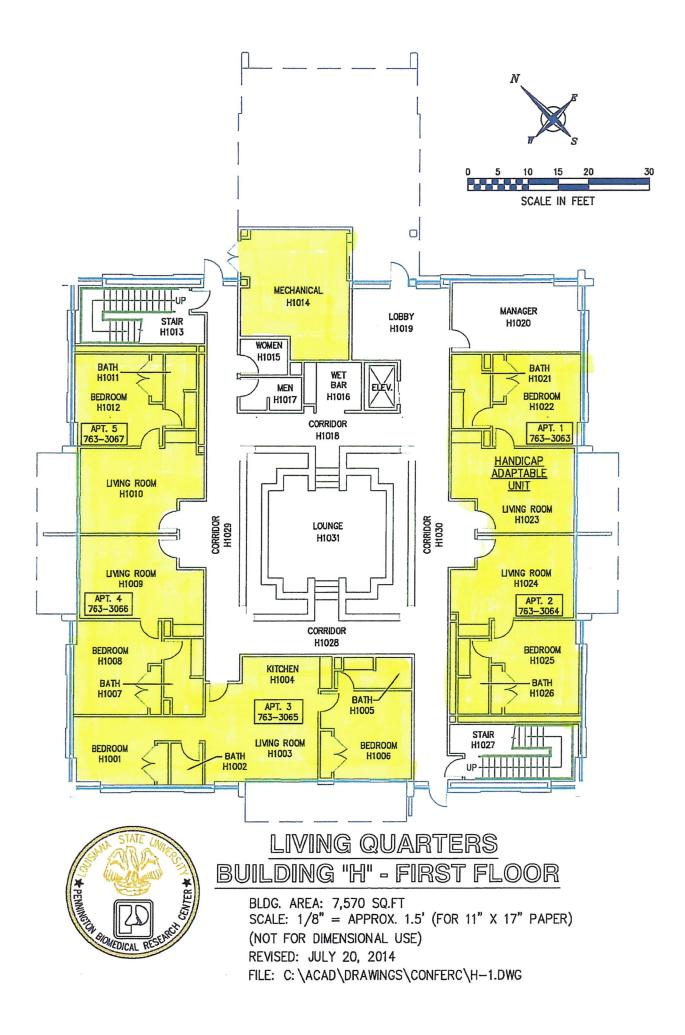
FINAL ROOM NUMBERING LAYOUT

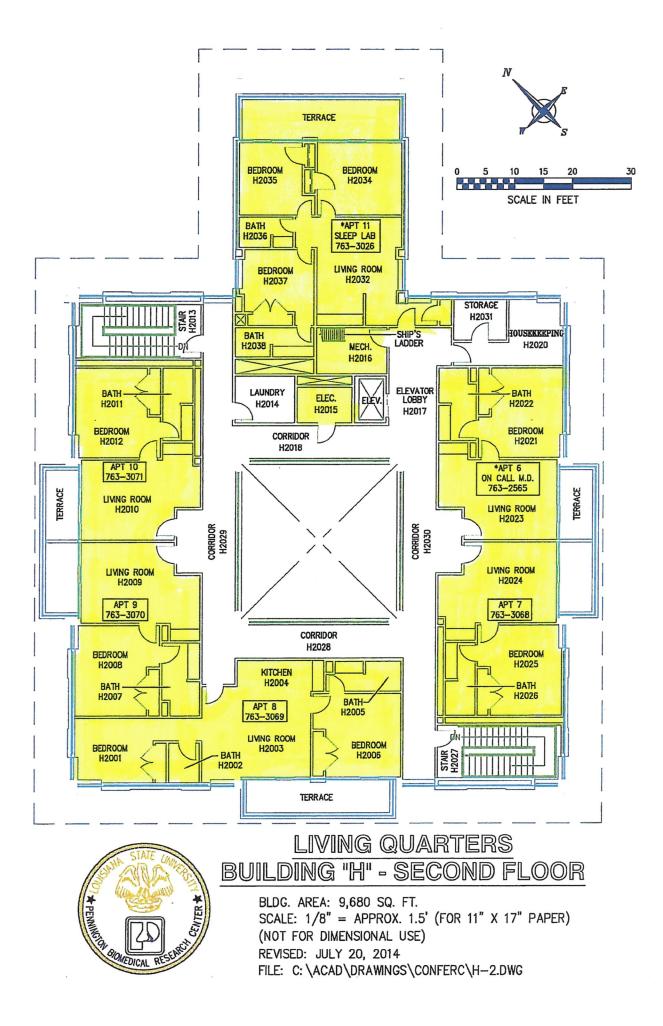


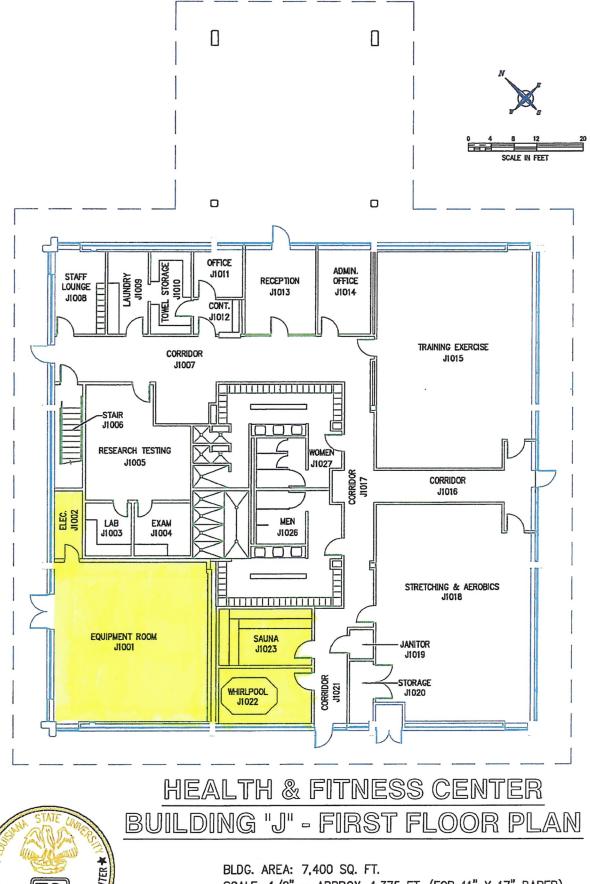








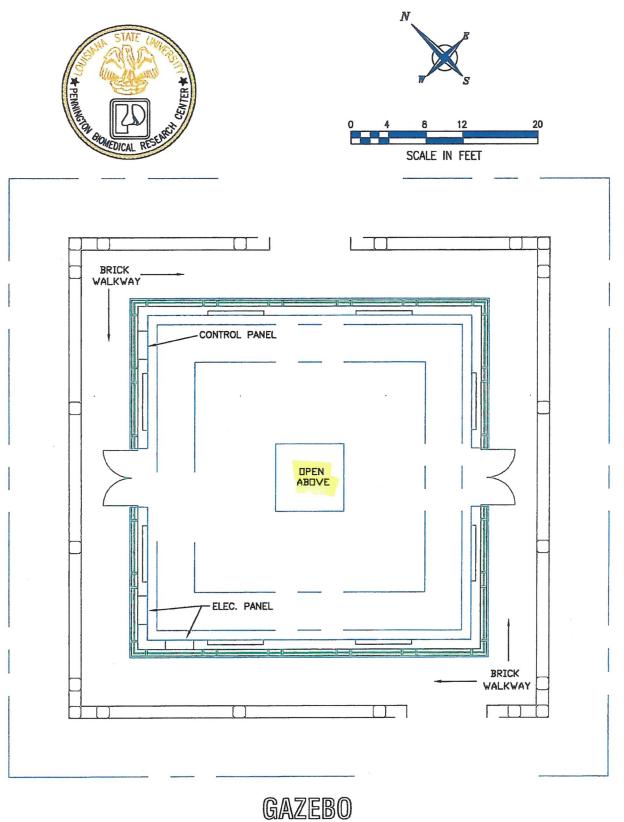




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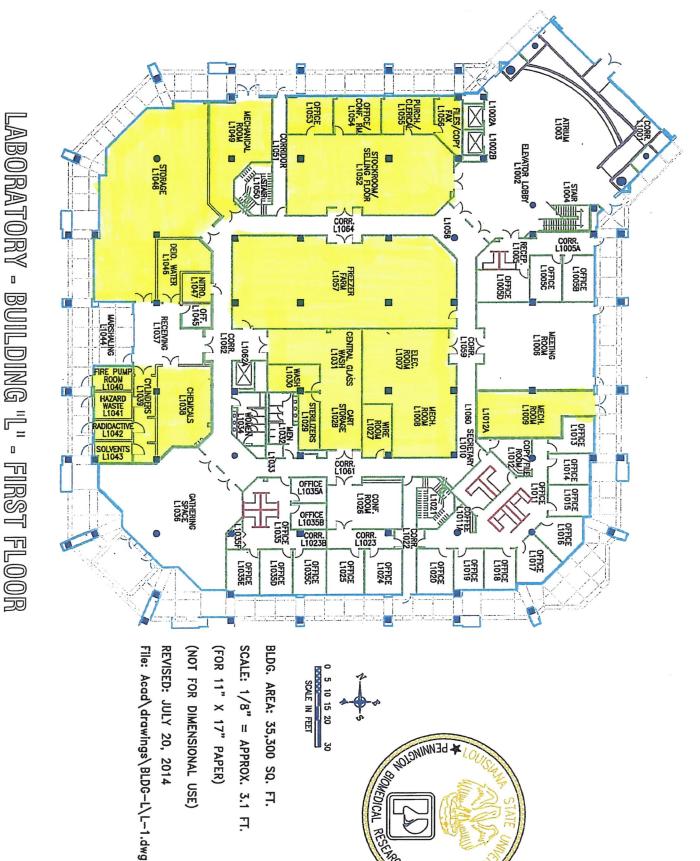
BIOMEDICAL

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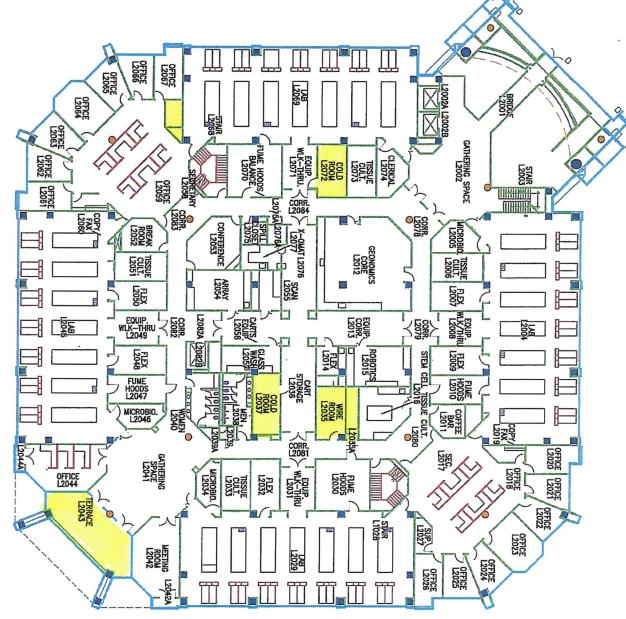
BUILDING "K" - FIRST FLOOR

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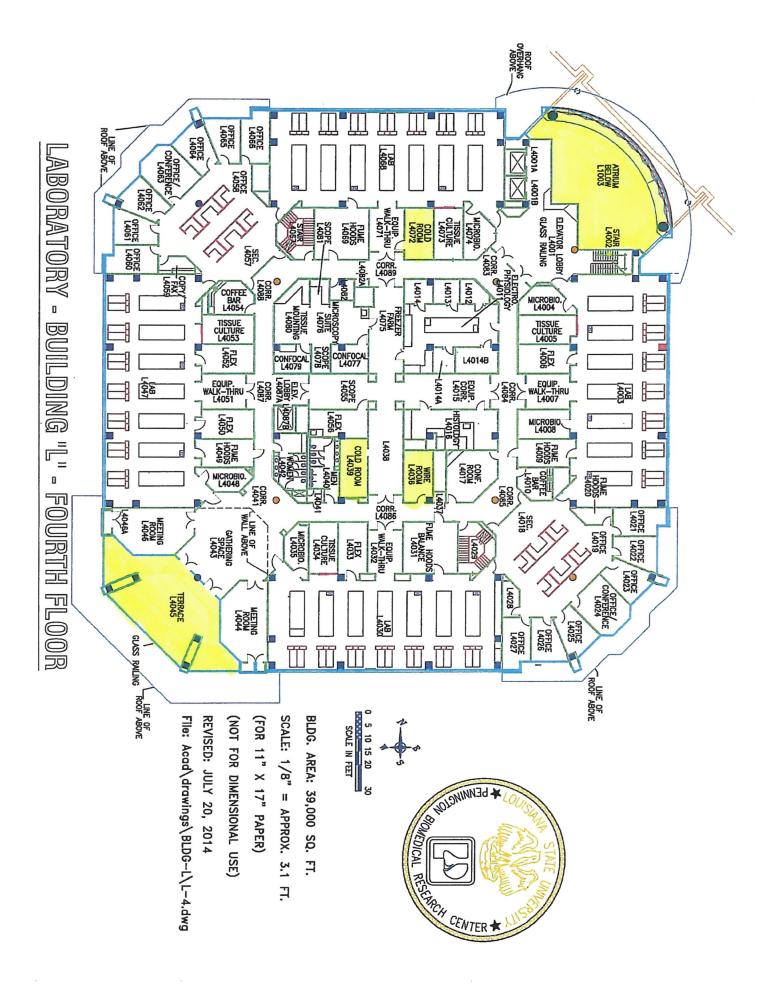


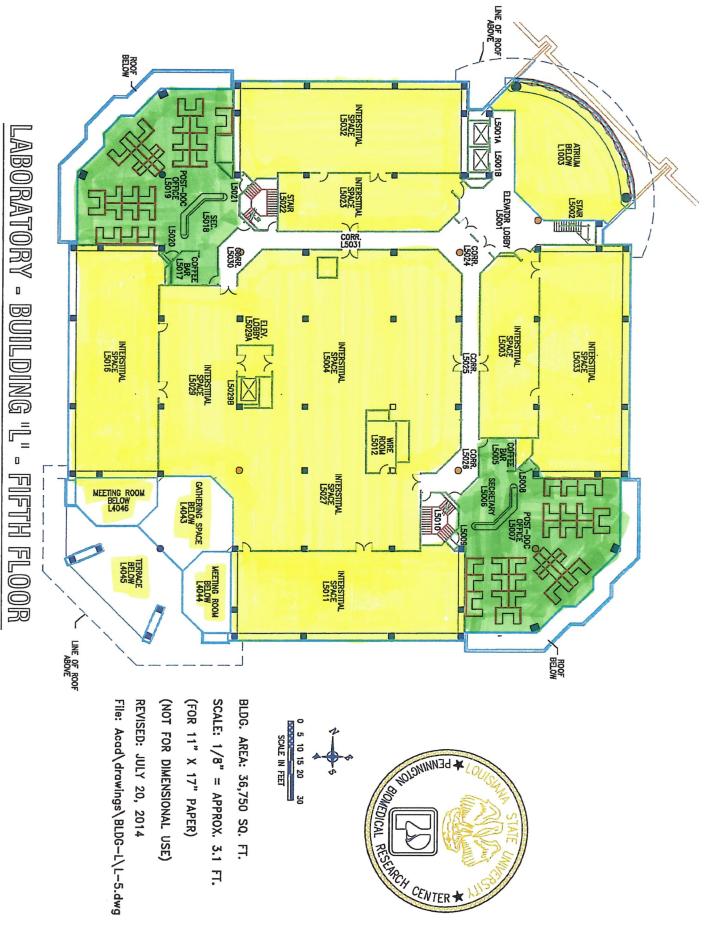


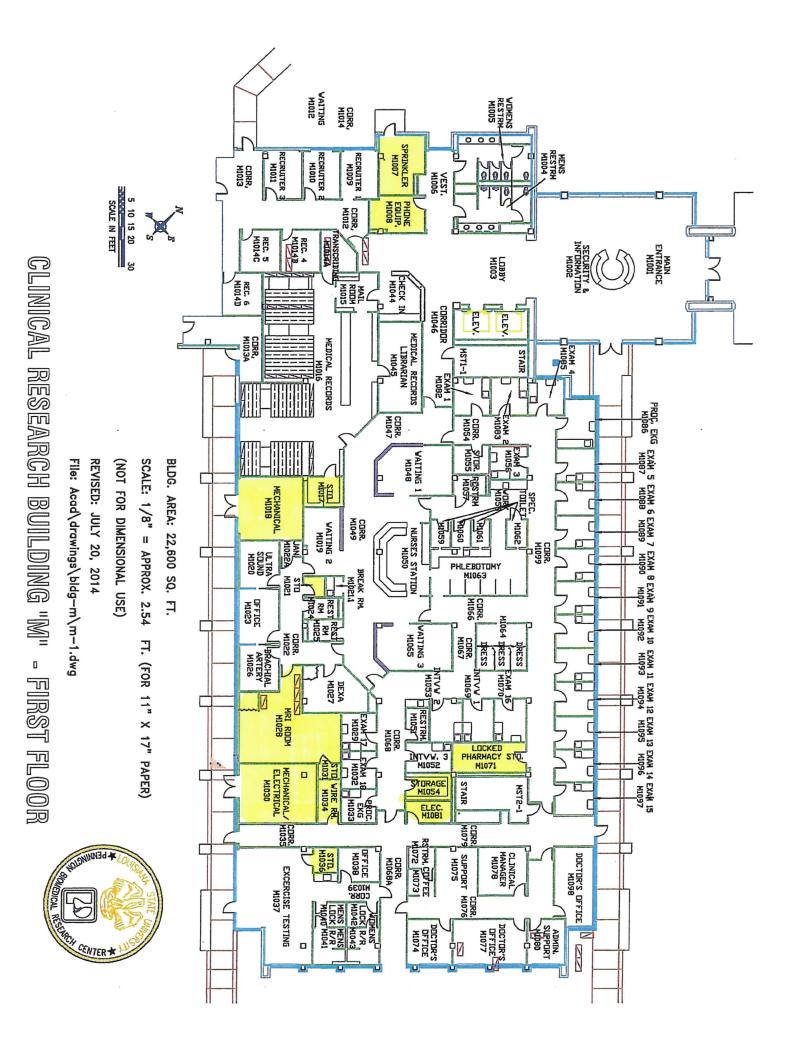


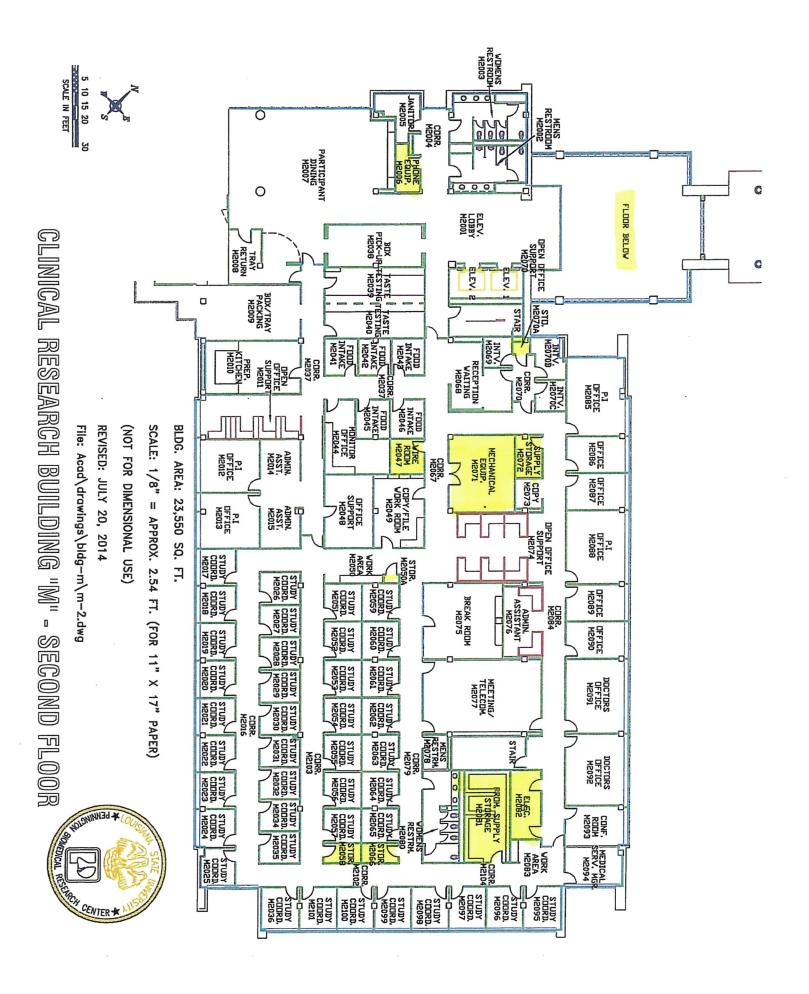
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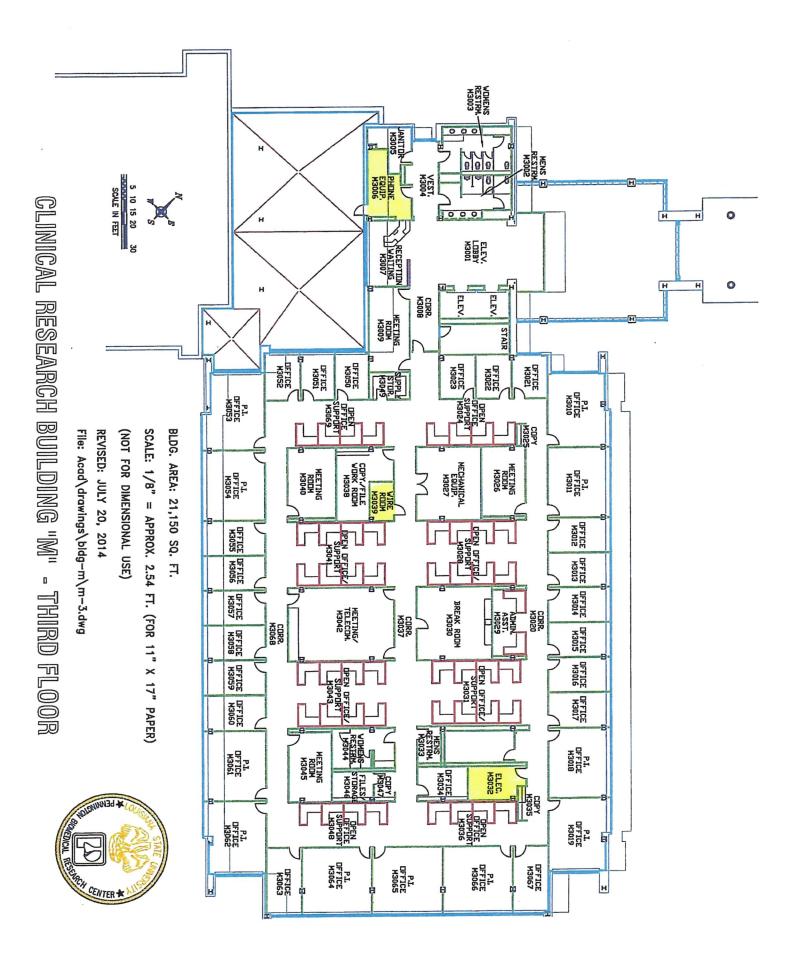








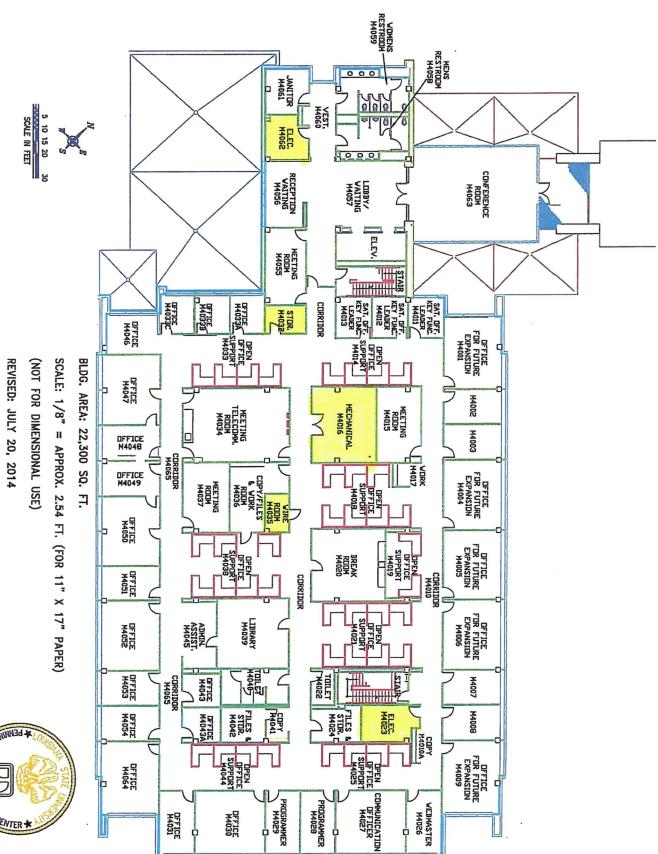


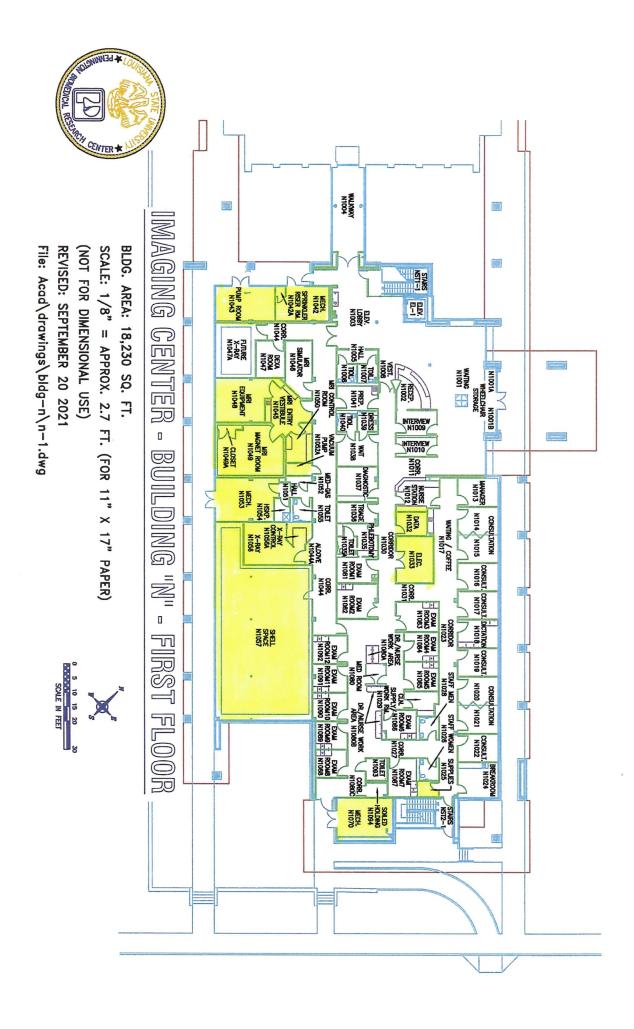


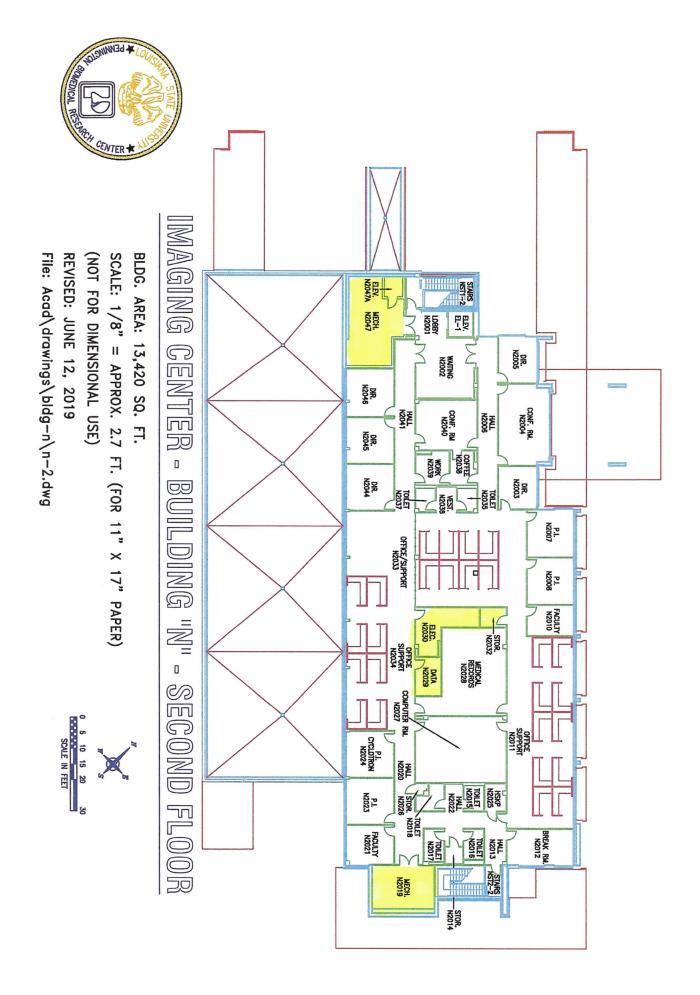
CLINICAL RESEARCH BUILDING "M" - FOURTH FLOOR

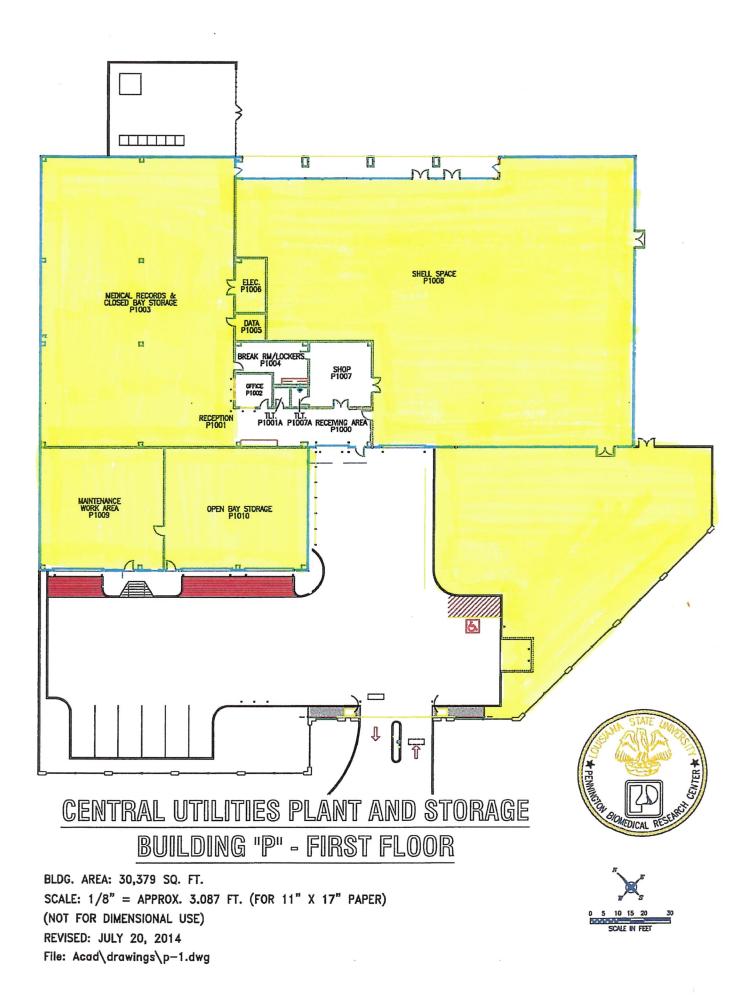
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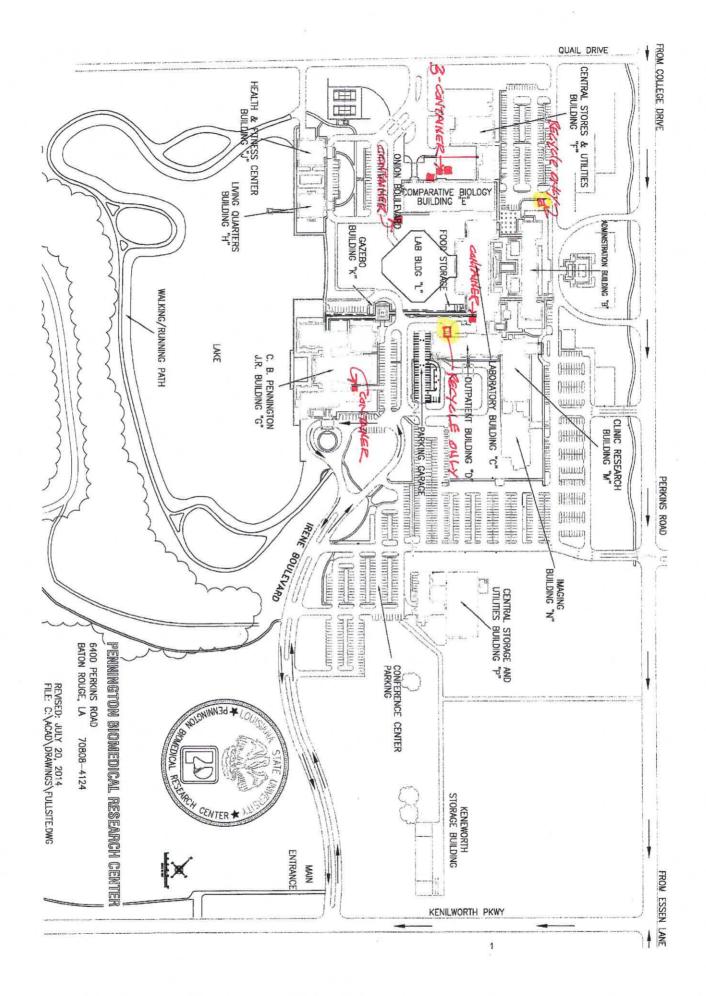












## Exhibit C - Insurance Requirements

# 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

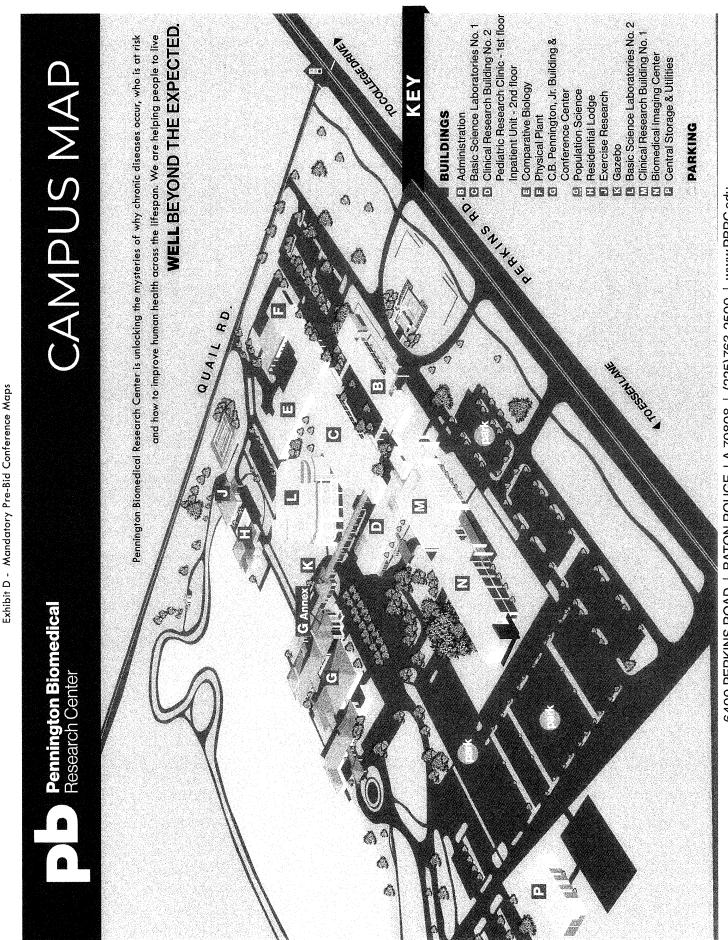
For any claims related to an agreement/purchase order, the suppliers' insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the supplier's insurance and shall not contribute with it.

#### Acceptability of Insurers

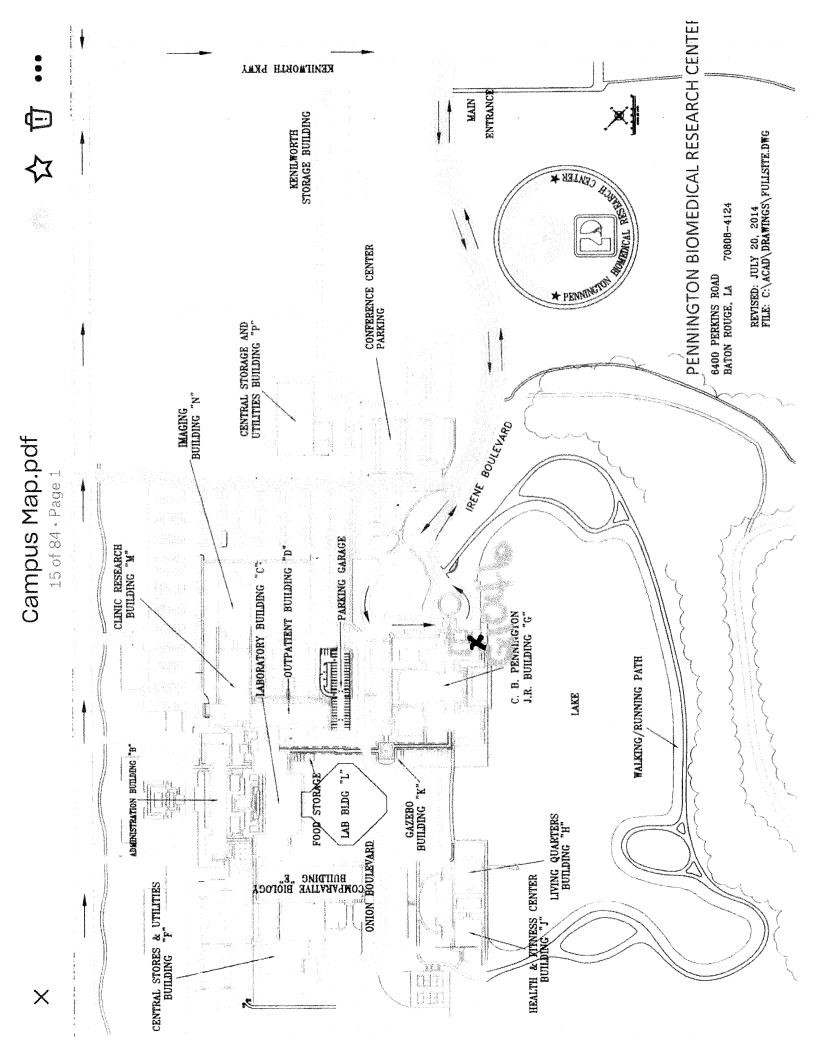
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

#### 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.



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# **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 \_\_\_\_\_\_\_\_, 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 nonowned 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 <u>www.lsu.edu/parking</u> 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 knowledgably 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 SpecificationsB. LSU Term Contract Terms & Conditions
- C. Solicitation Special Terms & Conditions
- D. Solicitation Standard Terms & Conditions