INVIT	ATION TO BID		BID DUE DATE AND TIME
LOUISI	O OF SUPERVISORS OF ANA STATE UNIVERSITY GRICULTURAL & MECHANICAL COLLEGE	5U	06/10/2025 11:00 AM CT
SUPF	CITATION RFQ-0000002538 PLIER # PLIER NAME AND ADDRESS		RETURN BID TO Isubids@lsu.edu
			Buyer Erica Pino
			Buyer Phone
			Buyer Email epino2@lsu.edu  Issue Date 05/20/2025
IIILE	: Inspect & Test Water-Based Fire Protection Sy	/stem - I	Term Contract
	To Be C	ompleted	ed By Supplier
1.	"No Bid" (sign and return this page only).	ompiotoc	a by supplied
2.	My Company does not wish to receive future	e solicitati	tions for this spend category.
3.	Specify your Delivery: To be made within		
4.	If applicable, Supplier's Addendum Acknowledgement As an authorized agent/signatory of the supplier, I/wessubmit no alterations/clarifications to our original supplier.	acknowl	rledge receipt of this Addendum, and
		-	ginal bid as written herein or attached hereto.
		•	ons to Suppliers
1.		pecified a	are hereby solicited, and will be received by LSU Procurement at
2.	Read the entire solicitation, including all terms, condit		
3.	All bid information and prices must be typed or written are to be initialed by the supplier.	n in ink. A	Any corrections, erasures or other forms of alteration to unit price
4.			ve of any and all applicable shipping and handling charges unless charges not quoted and itemized on the LSU purchase order are
5.	Payment is to be made within 30 days after receipt later.	of prope	erly executed invoice, or delivery and acceptance, whichever is
6.	By signing this solicitation, the supplier certifies conspecifications; and further certifies that this bid is made		with all general instructions to suppliers, terms, conditions and ut collusion or fraud.
SUPPLIE	ER NAME	M	MAILING ADDRESS
AUTHOR	RIZED SIGNATURE	CI	CITY, STATE ZIP
PRINTE	D NAME	PH	PHONE #
TITLE		FA	AX #
E-MAIL		FE	EDERAL TAX ID #

SPECIAL TERMS & CONDITIONS		INVITATION TO BID		Page 2
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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.

#### STANDARD TERMS & CONDITIONS

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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 <a href="mailto:suppliers@lsu.edu">suppliers@lsu.edu</a>. The supplier enrollment form can be located at: <a href="mailto: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" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

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

#### 3. Bid Forms

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

# 4. Interpretation of Solicitation/Supplier Inquiries

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

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

#### 5. Bid Addenda

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

#### 6. Bid Opening

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

#### 7. Special Accommodations

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

STANDARD TERMS & CONDITIONS INVITATION TO BID Page 4

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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.

#### STANDARD TERMS & CONDITIONS

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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.

#### 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.

#### STANDARD TERMS & CONDITIONS

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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 <a href="https://www.sam.gov">www.sam.gov</a>.

# 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.

PRICE	PRICE SHEET INV		VITATION TO BID			Page 7
SO	LICITATION RFQ-0000002538	DUE DATE 0	ATE 06/10/2025		DUE TIME 11:00:00 AM	
ITEM NO.	ITEM DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED ELSEWHERE, SHIP A Facility Srvcs 70 Engineering Ln Baton Rouge, LA 70803	ALL ITEMS TO	):			
1	All or None  Hydrant Annual Inspection		185	Each	\$	\$
2	All or None  Hydrant 5 Year Flow Test		185	Each	\$	\$
3	All or None  Building System Labor Rate - Inspecto (Overtime)	r	40	Hour	\$	\$
4	All or None  Building System Labor Rate - Inspector Time)	r (Regular	4000	Hour	\$	\$

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SO	SOLICITATION RFQ-0000002538 DUE DATE		06/10/2025 DUE TIME		11:00:00 AM	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT	
5	All or None  Building System Labor Rate - Appre (Overtime) :	entice 40	Test	\$	\$	
6	All or None  Building System Labor Rate - Appre (Regular Time)	entice 1000	Hour	\$	\$	
7	All or None  Building System Labor Rate - Super (Overtime)	visor 40	Hour	\$	\$	
8	All or None  Building System Labor Rate - Super (Regular Time)	visor 2000	Hour	\$	\$	



# INSPECT & TEST WATER-BASED FIRE PROTECTION SYSTEMS

### **GENERAL SPECIFICATIONS**

Outlined below are the requirements for supplemental personnel to support LSU Facility & Property Oversight, Department of Facility Services (Mechanical Systems Division) with manpower to assist with the routine inspection and testing of fire hydrants, sprinkler systems, both wet and dry standpipe systems, fire pump systems, and their associated components.

## **SCOPE OF WORK**

The Supplier shall supply Facility Services with licensed inspectors, apprentices and supervisors as requested for annual tests, inspections, and maintenance of our water-based fire protection systems throughout LSU's main campus. This includes approximately 185 fire hydrants across main campus. All inspections, testing, and maintenance of water-based fire protection systems must comply with NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems and will be subject to oversight by the Louisiana Office of State Fire Marshal. Fire hydrants require annual inspection and five-year flow testing of each hydrant across main campus. LSU reserves the right to include additional water-based fire protection systems as needed throughout the contract term.

For Building Systems, the supplier shall provide the owner (Facility Services) with the following:

- 1. Written report of each inspection (include work order number on report), submitted per system, for all buildings listed in Appendix A
- 2. Monthly invoice (include work order number on invoice)

For Fire Hydrants, the supplier shall provide the owner (Facility Services) with the following (this information will be collected during the inspection/testing):

- 1. Written report for each annual inspection (include work order number on report)
- 2. Written report for each five-year flow test (include work order number on report)
- 3. Picture of each hydrant attached with the invoice (include work order number on invoice)
- 4. Obtain and submit hydrant details (listed below) for each hydrant listed in Appendix B
  - a. Manufacturer
  - b. Serial number
  - c. Condition report
  - d. Status (working, not working, etc.)
- 5. If a hydrant needs repainting, the supplier will be responsible for notifying and obtaining paint from Facility Services and performing the repainting

Facility Services will provide a work order for labor and a separate work order for repairs, which must be listed on the monthly invoice for each building inspection/testing and hydrant inspection/testing.



#### **SCHEDULING OF WORK**

Facility Services will furnish the supplier with a written monthly schedule of buildings/systems to be inspected and tested along with a work order number. In addition, a weekly real-time schedule will be prepared with actual start dates and times for inspection and testing to be performed. Facility Services personnel will make these schedules with input from the supplier. Notifications to Building Coordinators will be conducted, by Facility Services, no less than twenty-four (24) hours in advance of inspections and/or testing of the buildings. It is imperative that the provided weekly schedule be followed by the supplier. Failure to follow these preapproved schedules by the supplier could result in termination of this contract.

In the event of an emergency, the supplier must be able to have appropriate personnel respond on-site, within 4 hours of receiving the call.

## **WORKING HOURS**

The supplier shall work the normal hours for Facility Services. These hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday. All overtime, *scheduled or non-scheduled*, must be approved in writing by Facility & Property Oversight personnel prior to any work being scheduled. LSU will not be responsible for paying any invoices with overtime hours listed that have not been approved in advance.

#### **PARKING**

All suppliers performing work on the university campus are required to obtain proper parking credentials through the Parking & Transportation Services office. LSU will not be responsible for providing or paying for parking. If a supplier would like to request access to a specific lot and/or space within a given lot, they must coordinate with their LSU Project Manager or point of contact, and Parking & Transportation Services. All supplier vehicles on campus must be registered with Parking & Transportation Services and must provide an up-to-date vehicle make, model, color, and license plate number. Suppliers with a valid parking pass must request access to a specific lot. Suppliers will be granted access only to their approved lot.

Suppliers requesting to purchase a permit must officially submit a Contractor Staging & Contractor Parking Permit Request Form.

For questions regarding this policy, see LSU Parking and Transportation Services website at <a href="https://www.lsu.edu/parking">www.lsu.edu/parking</a>.

# **QUALIFICATIONS**

Supplier's inspectors must be certified, licensed, and bonded in accordance with NFPA 25 standards. In addition, they must be experienced and certified to perform the inspection, testing and maintenance of fire hydrants, sprinkler systems, standpipe systems, wet and dry, and fire pump systems. Supplier personnel shall be familiar with NFPA 25 standards and comply with Louisiana State Fire Marshal regulations. The supplier must have certification from the National Institute for Certification in Engineering Technicians (NICET) in Fire Alarm Systems and Inspection, Testing of Water Based Fire Protection Systems, Special Hazards Suppression Systems or previous Special Hazards Layout as dictated by the State Fire Marshal.



The following documents must be submitted prior to award (although it is preferred to have these submitted with the bid):

- Copy of NICET Level III or higher certification
- Copy of Life Safety and Property License Certificate of Firm Registration (from the Office of State Fire Marshal)

# **TOOLS, EQUIPMENT & TRANSPORTATON**

The supplier must furnish all necessary tools, testing, and inspection devices necessary to fulfill the requirements of this bid, at no additional cost to the University. This includes, but is not limited to, any reports, tags, seals, and transportation to and from job site.

# **MATERIALS**

LSU will provide all necessary materials and supplies required on the job for repairs, modifications, updates and maintenance. The supplier shall submit a list of materials and supplies required for specific jobs to the Facility Services supervisor, prior to any workers being sent to a job site. The University will NOT be responsible for paying "standby" labor rates for suppliers due to personnel waiting for materials/supplies. The University supervisor will notify the contractor when materials/supplies are on site. Any surplus materials/supplies shall become the property of the University.

# Appendix A

Line Item	System description	Bldg sq.ft
459 Dining Hall	Sprinkler System	20875
Acadian Hall East	Wet sprinkler system	35000
Acadian Hall West	wet sprinkler, dry standpipe	16825
Agricultural Chemistry	Sprinkler & Dry Pipe	66247
Alex Box Stadium	Fire Pump, Sprinkler, & 5 each Dry Pipe Systems	291800
Allen Hall	Sprinkler & Standpipe	105471
Alpha Phi House	Wet and dry sprinkler	23074
Animal Food Science	Sprinkler & Standpipe	54750
Annie Boyd	Sprinkler & Standpipe	44810
Athletic Administration	Sprinkler/Standpipe/Fire Pump	65154
Athletic Football Operation Facility	Sprinkler	104411
Atkinson Hall	Sprinkler	40648
Audubon Hall	Sprinkler	39112
Audubon Sugar Institute Building (St. Gabriel)	Sprinkler	2800
Blake Hall	Sprinkler and Standpipe System	36008
Broussard Hall	Sprinkler	64000
Broussard Hall Annex	Sprinkler	9000
Business Education Center (BEC)	Fire Pump, sprinkler system, Stand Pipe System, & Dry Pipe Valve	150000
Charles E. Coates Hall	Sprinkler	22661
Chemistry & Materials Building (Choppin Annex)	Fire Pump, Sprinkler System, Stand Pipe System, Dry Pipe Valve	145000
Choppin Hall	Sprinkler, Standpipe, Basement Preaction, 6th Floor Preaction, 7th Floor Pre-action & Basement Dry Pipe	169333
Cypress Hall	Sprinkler, Standpipe, & Firepump	109446
David Boyd Hall	Fire Pump, Sprinkler, & 1 each Preaction system	16200
Delta Chi	Sprinkler	13248
Barnes Ogden Art & Design Complex	Sprinkler & Standpipe	30720
Digital Media Center	Sprinkler & Standpipe	99000
East Campus Apartments (14 bldgs in total)	Sprinkler	193493
Efferson Hall	Sprinkler	34709
Energy, Coast, & Environmental Building	Dry Pipe System and Sprinkler System	155000
Evangeline Hall	Sprinkler and Standpipe	60818

Faculty Club	Standpipe	26244
Foster Hall	Sprinkler	61842
Francioni Hall	Sprinkler & Standpipe	28467
Frey Computer Services Building	Sprinkler	92409
Grace King Hall	Standpipe	17762
Gym Auditorium	Fire Pump, Sprinkler, Standpipe	74113
Gymnastics Training Facility	Wet System Sprinkler	68000
Herget Hall	Fire Pump, Sprinkler and Standpipe	102129
Highland Hall	Sprinkler, Standpipe	34144
Hill Memorial Library	Sprinkler	64930
Himes Hall	Sprinkler, Standpipe	68568
Hodges Hall	Fire Pump, Sprinkler, Dry Pipe, Standpipe	74744
Howe Russel East Annex	Sprinkler & Standpipe	89240
Howe-Russel Kniffen GeoScience Building	Sprinkler	98503
Huey P. Long Field House	2 each Standpipe System	90309
Journalism Building	Sprinkler	15562
Julian C. Miller Hall (Horticulture building)	Standpipe	39150
East Laville Hall	Sprinkler, Standpipe	112661
West Laville Hall	Sprinkler, Standpipe, & fire pump	81900
Paul M. Hebert Law Center	Standpipe	89529
Paul M. Hebert Law Center (East Annex)	Fire Pump, Sprinkler, Standpipe, Preaction System	137382
Life Sciences Annex	Fire Pump, Sprinkler, Standpipe, Dry Pipe	130080
Life Sciences	Fire Pump, Sprinkler, Standpipe	206243
Livestock Show Barns #1, #2, #3	Sprinkler and Dry Pipe System	291756
Lockett Hall	Basement Sprinkler	18100
Lod Cook Alumni Center & Lod Cook Hotel	2 each Sprinkler, fire pump. and dry pipe system.	73991
Louise Garig Hall	Sprinkler and Standpipe	14615
Louisiana Emerging Technologies Center	Sprinkler	89360
LSU Bookstore & Parking Garage	Sprinkler System, Manual Dry Pipe System, & Dry Pipe Valve	442542
LSU Sports Shop (Tiger Gift Center)	Sprinkler system	12180
LSU Union & Theater	2 each Sprinkler System, Fire Pump, Standpipe System and 5 each Dry Pipe Systems	228441
Madison B. Sturgis Hall (Agronomy Building)	Sprinkler	83535
Martin D. Woodin Hall (Ag. Administration)	Sprinkler	51920

McVoy Hall	Sprinkler System	40000
Military Science-Aerospace Studies Building	Sprinkler	40569
Joan C. Miller Hall (Dormitory)	Fire Pump, Sprinkler and Standpipe	46559
Music & Dramatic Arts Building	Sprinkler, Standpipe, Fire Pump, and Dry pipe System	116136
James W. Nicholson Hall (Physics & Astronomy)	Sprinkler System and Standpipe System	81805
Old President's House	Sprinkler	4099
Patrick F. Taylor Hall	Sprinkler	525313
George Peabody Hall	Sprinkler	70662
Pentagon Community Buildings (5 in total)	Sprinkler Systems (total of 5)	88650
Pentagon Cafeteria (The 5 Dining Hall)	Sprinkler System.	28745
Ruffin G. Pleasant Hall	Standpipe	27400
Pete Maravich Assembly Center (PMAC Basketball	Sprinkler System	315404
practice facility)		
Public Safety Building	Sprinkler	4599
Reilly Theater (Swine Palace)	Sprinkler	21349
Renewable Natural Resources Building	Sprinkler	70848
Residential College Hall (Bldgs. 1,2,3 & 4)	Fire Pump, 4 each Sprinkler systems, & Standpipe System, 1 each dry Pipe System (Bldg #3)	242615
River Modeling Building (River Rd)	Wet sprinkler	50174
River Road Annex Building	Sprinkler	49699
Rural Life Museum (Essen Ln)	Sprinkler system, Dry Pipe System, & Two(2) each Pre-action systems	5700
South Hall - Residential College One (Residence Campus Complex)	Sprinkler, 2 each	9000
Stadium - West Annex	Fire Pump,Sprinkler, 6 each Drypipe Systems	165000
Stadium - West Armex Stadium - West Dormitory	Standpipe, Sprinkler	160000
Stadium - West Domittory  Stadium - East	Sprinkler, Standpipe	147154
Stadium - Past Stadium - North Annex	Sprinkler, standpipe Sprinkler	25000
Stadium - North		140000
Stadium - North	Standpipe	160000
	Sprinkler  Fire Rump Sprinkler System Standning System 8, 2 Day Bine Systems	160000
Stadium East Annex & South Expansion Student Health Center	Fire Pump, Sprinkler System, Standpipe System, & 3 Dry Pipe Systems	35873
	Sprinkler Sprinkler	121852
Student Recreational Sports Complex (UREC)	'	
LSU Tennis Complex	Wet System sprinkler & standpipe	17730

Tiger Band Hall	Sprinkler system	28865
LSU Library	Standpipe	324870
Tureaud Hall	Standpipe	50000
University Lab School (Club Fieldhouse)	Wet Sprinkler	2834
University Lab School (High, Auditorium, Cafeteria, Gym,	Sprinkler, Dry Pipe, Stand Pipe	88459
& New Gym)		
University Lake Shore House	Wet sprinkler	17126
Veterinary Medicine Equine Barn	Sprinkler & Standpipe	3900
Veterinary Medicine LADDL	Sprinkler & Standpipe	100629
Veterinary Medicine Main & LADDL Trailer	Sprinkler, Standpipe	4017
Weed Science Building (Soil & Water Research)	Sprinkler	5329
West Campus Apartments (12 Bldgs. in total)	Sprinkler & 2 Dry Pipe Systems (each building)	190670
Virginia Rice Williams Hall	Standpipe, Sprinkler	47060

# Appendix B

Identifier	latitude	longitude	elevation (ft)
Hyd-1	30.40636467	-91.19685812	24
Hyd-2	30.40566125	-91.19231218	22.6
Hyd-3	30.40647009	-91.18883126	22.3
Hyd-4	30.40543809	-91.18727866	22.3
Hyd-5	30.40596843	-91.18648823	22.6
Hyd-6	30.40388188	-91.18630823	22.3
Hyd-7	30.40460717	-91.18331807	23.3
Hyd-8	30.40436459	-91.18209439	20.3
Hyd-9	30.4126685	-91.19472285	24
Hyd-10	30.41350602	-91.19461375	23.6
Hyd-11	30.41446694	-91.19429419	23.3
Hyd-12	30.41428961	-91.19321489	23.6
Hyd-13	30.4141047	-91.19223983	23.6
Hyd-14	30.41363107	-91.19191546	23
Hyd-15	30.4127649	-91.19191061	23
Hyd-16	30.41219696	-91.1919419	23.3
Hyd-17	30.41212031	-91.19292177	23.3
Hyd-18	30.41235482	-91.19291745	23
Hyd-19	30.4124836	-91.1937478	23.3
Hyd-20	30.41407088	-91.19045006	21
Hyd-21	30.41124906	-91.18799357	23.6
Hyd-22	30.41096129	-91.18481375	22.6
Hyd-23	30.41211545	-91.18541693	22
Hyd-24	30.41275337	-91.18522817	22.6
Hyd-25	30.41441253	-91.18516624	23.3
Hyd-26	30.41474668	-91.18519128	23.3
Hyd-27	30.41531703	-91.18598225	23
Hyd-28	30.41634212	-91.18508889	23.3
Hyd-29	30.41866514	-91.18410901	22.3
Hyd-30	30.41901597	-91.18273883	24.3
Hyd-31	30.41835403	-91.18314667	23.6
Hyd-32	30.41775788	-91.18309526	24.3
Hyd-33	30.41687976	-91.18352792	26.6
Hyd-34	30.41630183	-91.18284119	34.8
Hyd-35	30.41693906	-91.18195498	38.7
Hyd-36	30.41794225	-91.18208211	24.9
Hyd-37	30.41859252	-91.18213251	24.3
Hyd-38	30.41825448	-91.18118109	24
Hyd-39	30.41827838	-91.18030623	23.6

Hyd-40	30.41829467	-91.18018101	22.6
Hyd-41	30.4158093	-91.18180937	39.7
Hyd-42	30.41558683	-91.18267748	37.7
Hyd-43	30.41548598	-91.18321023	29.5
Hyd-44	30.41537727	-91.18382639	24.6
Hyd-45	30.41521242	-91.18429787	24
Hyd-46	30.41478598	-91.18282764	38.4
Hyd-47	30.41459758	-91.182904	37.1
Hyd-48	30.41468053	-91.182382	41
Hyd-49	30.41475214	-91.18169365	38.1
Hyd-50	30.41403975	-91.18171727	38.1
Hyd-51	30.41388486	-91.18355217	23.6
Hyd-52	30.41333076	-91.18328138	24.3
Hyd-53	30.41319902	-91.18224291	37.4
Hyd-54	30.41349626	-91.1815608	40.4
Hyd-55	30.41346587	-91.18132196	40
Hyd-56	30.41254196	-91.18105805	39.4
Hyd-57	30.4124551	-91.18129907	39
Hyd-58	30.4123	-91.18182239	37.1
Hyd-59	30.41247394	-91.1826519	23.3
Hyd-60	30.41180201	-91.18234167	23.6
Hyd-61	30.41153758	-91.18149303	36.4
Hyd-62	30.41125751	-91.18211235	25.3
Hyd-63	30.41125269	-91.1824143	23.6
Hyd-64	30.41082693	-91.18164153	25.9
Hyd-65	30.420384	-91.17991321	23
Hyd-66	30.41033883	-91.18222306	23
Hyd-67	30.41027793	-91.18108963	25.6
Hyd-68	30.40925008	-91.1824306	21.7
Hyd-69	30.40918219	-91.18144303	24
Hyd-70	30.40868851	-91.1829198	21.7
Hyd-71	30.40843734	-91.18172746	23.6
Hyd-72	30.40807423	-91.1841594	22.6
Hyd-73	30.40763805	-91.18263742	20.7
Hyd-74	30.40778667	-91.18100052	22.6
Hyd-75	30.4068183	-91.17948843	23
Hyd-76	30.40646832	-91.17832919	23.6
Hyd-77	30.40752503	-91.17905897	23.6
Hyd-78	30.4083637	-91.179033	25.3
Hyd-79	30.4086702	-91.17966223	24.6
Hyd-80	30.40936699	-91.18046118	23.6
Hyd-81	30.40941925	-91.17967956	28.9
Hyd-82	30.40941373	-91.17928413	29.9

Hyd-83	30.40939949	-91.17890968	29.5
Hyd-84	30.40994576	-91.1786185	28.5
Hyd-85	30.41006141	-91.17850185	28.2
Hyd-86	30.41045841	-91.17850489	30.8
Hyd-87	30.41081654	-91.17960158	32.5
Hyd-88	30.41079746	-91.18017442	33.1
Hyd-89	30.41153326	-91.18053549	38.1
Hyd-90	30.4113218	-91.17895725	35.4
Hyd-91	30.41156373	-91.17883826	37.4
Hyd-92	30.41189433	-91.18054961	39.4
Hyd-93	30.41244599	-91.1799981	40
Hyd-94	30.41226476	-91.17929365	39.4
Hyd-95	30.41231033	-91.17803331	36.1
Hyd-96	30.41255283	-91.17795594	35.8
Hyd-97	30.41269116	-91.17881733	39
Hyd-98	30.4127623	-91.17874314	38.7
Hyd-99	30.41331244	-91.18002366	39.7
Hyd-100	30.41365054	-91.17968429	39.7
Hyd-101	30.41340326	-91.17877287	39
Hyd-102	30.41366686	-91.17891371	39.4
Hyd-103	30.41364985	-91.17834152	38.1
Hyd-104	30.41410251	-91.18039414	40.7
Hyd-105	30.41434078	-91.18066036	40.4
Hyd-106	30.41487762	-91.17969274	39.7
Hyd-107	30.41533858	-91.18104781	40
Hyd-108	30.41543608	-91.18027571	34.8
Hyd-109	30.41549789	-91.18082626	39
Hyd-110	30.41514533	-91.1788342	40.4
Hyd-111	30.41483271	-91.17841323	38.7
Hyd-112	30.4159543	-91.17926678	39.4
Hyd-113	30.4163765	-91.17784325	39.7
Hyd-114	30.41707524	-91.17619597	36.4
Hyd-115	30.41584016	-91.17626058	38.7
Hyd-116	30.41402594	-91.17620064	37.1
Hyd-117	30.41321274	-91.17611167	35.8
Hyd-118	30.4131151	-91.17751872	34.4
Hyd-119	30.41244244	-91.17651114	31.5
Hyd-120	30.4120389	-91.17603982	32.8
Hyd-121	30.4115063	-91.17730921	33.5
Hyd-122	30.41078621	-91.17678134	31.5
Hyd-123	30.41046821	-91.17597536	29.2
Hyd-124	30.41031661	-91.17674843	27.9
Hyd-125	30.41014959	-91.17770914	29.9

Hyd-126	30.4102053	-91.17782261	29.9
Hyd-127	30.40943152	-91.1779723	27.9
Hyd-128	30.40865062	-91.17761209	34.4
Hyd-129	30.4081624	-91.17753789	37.1
Hyd-130	30.40815383	-91.17692395	36.7
Hyd-131	30.40766969	-91.17714112	38.7
Hyd-132	30.40714729	-91.17655754	37.7
Hyd-133	30.40691454	-91.17604144	36.7
Hyd-134	30.40605827	-91.176099	29.9
Hyd-135	30.40555101	-91.17466168	32.8
Hyd-136	30.40657311	-91.1742055	33.1
Hyd-137	30.40679642	-91.17533587	35.4
Hyd-138	30.40723459	-91.17570242	35.4
Hyd-139	30.40796109	-91.1760428	32.2
Hyd-140	30.40918904	-91.17611364	26.2
Hyd-141	30.41006451	-91.176139	26.9
Hyd-142	30.40994639	-91.17478805	27.2
Hyd-143	30.40972555	-91.17318921	25.3
Hyd-144	30.40974821	-91.17158584	30.5
, Hyd-145	30.40944938	-91.17086281	23.3
, Hyd-146	30.40782561	-91.1715176	28.5
Hyd-147	30.40794071	-91.17264999	31.2
Hyd-148	30.40801244	-91.17326276	32.2
Hyd-149	30.40705201	-91.17361371	33.5
Hyd-150	30.40698363	-91.17259496	30.8
Hyd-151	30.40688149	-91.17174337	28.5
Hyd-152	30.40545105	-91.17267555	24.3
Hyd-153	30.40650092	-91.17162556	24.6
Hyd-154	30.4095881	-91.169174	32.2
Hyd-155	30.40992366	-91.16801237	33.8
Hyd-156	30.40955788	-91.16701996	32.2
Hyd-157	30.41036455	-91.16728593	32.5
Hyd-158	30.41114548	-91.16764605	30.8
Hyd-159	30.41205019	-91.16782692	33.5
Hyd-160	30.41273191	-91.16818891	33.5
Hyd-161	30.4144174	-91.16871952	34.1
Hyd-162	30.41571915	-91.16954878	25.9
Hyd-163	30.41489797	-91.17017826	30.2
Hyd-164	30.41800172	-91.17148399	29.2
Hyd-165	30.41674075	-91.17163242	26.2
Hyd-166	30.41628281	-91.17243208	25.6
Hyd-167	30.416538	-91.17390547	29.2
Hyd-168	30.41657176	-91.17502906	34.8

Hyd-169	30.41571331	-91.17493054	36.7
Hyd-170	30.41539137	-91.17384355	32.2
Hyd-171	30.41529301	-91.17261708	29.9
Hyd-172	30.4144081	-91.17385145	37.7
Hyd-173	30.41324955	-91.1748723	38.1
Hyd-174	30.41328518	-91.17419505	38.1
Hyd-175	30.41320808	-91.17384257	37.7
Hyd-176	30.41328282	-91.17209245	34.4
Hyd-177	30.41256246	-91.17347987	37.1
Hyd-178	30.41216284	-91.1739349	36.7
Hyd-179	30.41218219	-91.17402822	36.7
Hyd-180	30.41218147	-91.17462155	37.4
Hyd-181	30.41142267	-91.1745524	36.1
Hyd-182	30.41151081	-91.17311432	36.1
Hyd-183	30.41158382	-91.17188471	35.1
Hyd-184	30.41040244	-91.17320783	33.1
Hyd-185	30.41776218	-91.18405287	21.7



### 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.

This solicitation is issued to establish a term contract for and ending	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 begin date may result in an initial award less than the specific	I specified above. Award delays beyond the anticipated contract led contract period.

#### 3. Contract Renewals/Extensions

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

#### 4. Estimated Quantities

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

#### 5. Firm Pricing

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

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

### 6. Insurance Requirements

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

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

<u>LSU A & M Campus</u>: 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

# 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.

Updated: July 2017