



June 22nd, 2026

ADDENDUM NO. 1

Your reference is directed to **SB#7676 Waste Disposal, Natchitoches Campus** which is scheduled for bid openings at 2:00 p.m. Thursday, June 25th, at Northwestern State University, Natchitoches, Louisiana.

The following addition is being made to the above referenced solicitation:

PURPOSE OF ADDENDUM:

- 1) **RESPOND TO VENDOR’S EXCEPTION REQUESTS TO IFB & CONTRACT:**

NSU RESPONSE:

SEE THE BELOW ATTACHMENT WITH VENDOR’S INQUIRIES AND NSU’S REPSONSES.

- 2) **RESPOND TO VENDOR’S INQUIRY:**

VENDOR INQUIRY:

WE CURRENTLY DO NOT PROVIDE NATURAL WASTE PICK UP, BUT WE DID QUOTE IT IN THE BID. SINCE IT’S AS NEEDED, DOES THAT AMOUNT NEED TO BE INCLUDED IN THE PERCENTAGE OF THE PERFORMANCE BOND?

NSU RESPONSE:

YES. ITEM 2 – NATURAL WASTE PICKUP IS INCLUDED AS AN AS-NEEDED SERVICE UNDER THE IFB. BIDDERS SHALL PROVIDE A UNIT PRICE AND EXTENDED AMOUNT BASED ON THE ESTIMATED QUANTITY STATED ON THE BID FORM.

IF ITEM 2 IS INCLUDED IN THE AWARD, ITS EXTENDED AMOUNT SHALL BE INCLUDED IN THE TOTAL AWARDED CONTRACT SUM USED TO DETERMINE THE REQUIRED PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND.

THE SUCCESSFUL BIDDER SHALL BE RESPONSIBLE FOR PROVIDING ALL SERVICES INCLUDED IN THE AWARD IN ACCORDANCE WITH THE IFB AND RESULTING CONTRACT.

This addendum is hereby officially made a part of the referenced solicitation and should be attached to the bidder’s proposal or otherwise acknowledged therein.



NORTHWESTERN STATE

Business Affairs

Failure to acknowledge addendum may result in the non-consideration of the bid submission.

If you have already submitted your proposal and this addendum causes you to revise your original bid, please indicate changes below and return to Business Affairs/Purchasing Section prior to bid opening in an envelope marked with the bid number, bid opening date, and time. If this addendum does not cause you to revise your bid, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

Company Name

Authorized Signature

Date

Submitted by: Ashlee Grayson
Director of Purchasing

EXCEPTIONS TO IFB

A. Contractor takes exception to:

1. Section 18 (Contract Cancellation) in the Instructions to Bidders and Section 4.17.2 in the Notice to Bidders of the Northwestern State University IFB. The University's right to terminate the contract for convenience upon thirty (30) days' written notice exposes the Contractor to significant financial risk given the capital investment in containers, vehicles, and equipment required to perform; Contractor requests that termination be limited to breach or default with written notice and an opportunity to cure, and that any termination for convenience provide for recovery of the Contractor's unamortized capital costs.

The exception requested is not accepted as written.

NSU cannot change termination clause.

2. Section 16 (New Products) in the Instructions to Bidders of the Northwestern State University IFB. Section 16 requires that all products for purchase be new, never previously used, and the current model. Contractor requests clarification that this requirement does not extend to the collection equipment and waste containers provided under this contract (including the polycarts, frontload, sideload, and roll-off containers); such equipment may not be new but will be provided in good and serviceable working condition.

The exception requested is accepted as written.

Good and Serviceable working conditions are acceptable.

3. Section 19 (Default of Contractor) in the Instructions to Bidders of the Northwestern State University IFB. The University's right to declare default and to purchase services on the open market and charge the Contractor for costs in excess of the contract price, without prior written notice describing the breach and a reasonable opportunity to cure, is one-sided; Contractor requests that no default be declared until the University has given written notice and the Contractor has failed to cure within ten (10) business days following its receipt of such notice.

The exception requested is accepted as written.

4. Section 25 (Scope of Contract) in the Instructions to Bidders of the Northwestern State University IFB. The nullification of any terms or conditions submitted by the Contractor deprives the parties of the ability to reach balanced terms; Contractor reserves the right to negotiate with the University upon award with respect to the final form of the agreement and to request changes to the specific contract language, subject to the University's acceptance and approval. For clarity, all terms will be in accordance with the law.

The exception requested is not accepted as written.

Following award, NSU will provide the successful bidder with its standard contract form for execution. The resulting contract will incorporate and formalize the requirements, terms, and conditions contained in the IFB, all issued addenda, and

the successful bidder's accepted bid.

The successful bidder shall not reserve a general right to negotiate, modify, or add to the requirements, terms, or conditions established through the competitive bidding process after award.

This response does not prohibit a rate-adjustment request expressly authorized under NSU's response to Question/Exception No. 8 or another amendment specifically permitted by the IFB or an issued addendum. Any authorized amendment must be mutually agreed upon and executed in writing by both parties before becoming effective.

5. Section 26 (Right to Audit) of the Northwestern State University Instructions to Bidders and Sections 12 and 13 in the Notice to Bidders of the IFB. To the extent these provisions would require disclosure of routing information, operational data, or other documentation prepared by the Contractor in the ordinary course of its business operations, Contractor requests that such materials remain the proprietary property of the Contractor and that audit rights be limited to records reasonably necessary to verify charges under the contract.

The exception requested is not accepted as written.

The Contractor shall maintain and provide access to records reasonably related to charges, performance, and compliance with the contract.

Nothing in this provision shall restrict the authority of Northwestern State University, the Louisiana Legislative Auditor, the Division of Administration, or any other authorized governmental auditor. Proprietary information shall be handled in accordance with applicable Louisiana law.

6. The Performance Bond and Labor and Materials Payment Bond requirements set forth in the Notice to Bidders of the Northwestern State University IFB. Requiring a performance bond equal to the full contract sum over a term of up to sixty (60) months is disproportionate and may be unobtainable on favorable terms; Contractor requests that the performance bond be in an amount equal to one (1) year of the contract value and issued on annually renewable terms.

The exception requested is not accepted as written.

The initial contract term is three years with an option to renew for two additional one-year periods not to exceed sixty (60) months.

7. Section 2.4 (Assignment) in the Notice to Bidders of the Northwestern State University IFB. The requirement of prior written consent to any assignment or subcontract should be qualified so that such consent shall not be unreasonably withheld, conditioned, or delayed.

The exception requested is accepted as written.

8. Section 2.8 (Payment) in the Notice to Bidders of the Northwestern State University IFB. The fixed rate schedule provides no mechanism for cost recovery over a multi-year term; Contractor requests the right to pass through documented increases in disposal fees, increases in its costs due to changes in applicable laws, ordinances, or regulations, and

newly imposed or increased taxes, fees, fuel costs, or other governmental charges (other than income or real property taxes).

The exception requested is not accepted as written.

Contract rates shall remain firm for the initial twelve-month contract period. Thereafter, the Contractor may submit a written request for a rate adjustment based on documented increases in disposal fees, fuel costs, governmental charges, or costs directly resulting from changes in applicable laws, ordinances, or regulations.

Any requested adjustment shall be subject to review and negotiation by NSU and is not guaranteed. NSU reserves the right to approve, deny, or negotiate the requested adjustment based on the supporting documentation, available funding, market conditions, and the best interests of the University.

No rate adjustment shall be retroactive or become effective unless mutually agreed upon by both parties and incorporated into the contract through a fully executed written amendment. Rates shall remain unchanged unless and until such amendment is executed.

9. Section 5 (Default) in the Notice to Bidders of the Northwestern State University IFB. The requirement to re-establish the collection schedule within twenty-four (24) hours of notice is operationally impractical; Contractor requests at least one (1) business day from receipt of notification to respond, and that no default be effective until the Contractor has failed to cure a material breach within ten (10) business days following written notice describing the breach.

The exception requested is accepted as written.

10. Section B (Deductibles and Self-Insured Retentions) and Section E (Verification of Coverage) of Exhibit A to the Northwestern State University IFB. The Contractor's self-insured retention and deductible amounts and complete copies of its insurance policies contain proprietary and competitively sensitive information; Contractor will provide certificates of insurance evidencing the required coverages and limits but takes exception to any requirement to disclose or obtain approval of its self-insured retention or deductible amounts or to provide complete or certified copies of its policies.

The exception requested is not accepted as written.

Sections B and E of Exhibit A shall remain in effect.

These requirements are based on the standard insurance provisions recommended by the Louisiana Office of Risk Management and are requirements of this IFB. The Contractor shall disclose all applicable deductible and self-insured retention amounts for review and acceptance by NSU and shall remain solely responsible for those amounts.

The Contractor shall provide certificates of insurance, declarations pages, and cancellation provision endorsements evidencing compliance with the required coverages and limits. Complete or certified copies of insurance policies are not required with the bid; however, NSU reserves the right to request such copies when reasonably necessary to verify compliance with the insurance requirements.

Any information submitted by the Contractor shall be maintained and disclosed in accordance with applicable Louisiana law.

11. Section C.2 (Workers Compensation and Employer's Liability Coverage) of Exhibit A to the Northwestern State University IFB. The blanket waiver of all rights of subrogation against the University could unfairly deprive the Contractor's insurers of recovery rights when the University is at fault; Contractor requests the addition of "except when the University is at fault."

The exception requested is not accepted as written.

The waiver of subrogation requirement is a standard insurance provision included in the University's solicitation documents and is not subject to modification. Accordingly, the requested language, "*except when the University is at fault,*" cannot be incorporated.

12. Section H (Indemnification/Hold Harmless Agreement) of Exhibit A and the Indemnification Agreement of the Northwestern State University IFB. The indemnity is triggered by "any act or omission" rather than fault-based conduct and requires the Contractor to defend claims "even if groundless, false or fraudulent;" Contractor requests that its indemnity be limited to liability, damage, loss, or expense to the extent arising out of the Contractor's negligence, willful misconduct, violation of law, or breach of the Agreement, that it expressly exclude intellectual property infringement claims as outside the scope of waste collection services, and that any separate counsel engaged by the University in addition to the Contractor's counsel be at the University's expense.

The exception requested is not accepted as written.

The indemnification and hold harmless requirements shall remain as stated in the IFB. The provision applies to claims arising from the acts or omissions of the Contractor, its agents, servants, and employees and excludes claims arising from the negligence of the State of Louisiana, its departments, agencies, officers, agents, employees, and volunteers.

Any determination concerning the applicability of separate intellectual-property indemnification language will be addressed by NSU, if necessary, through a written addendum.

B. In addition to the terms set forth in the IFB, Contractor seeks inclusion of the following provisions in the contract between the NSU and Contractor:

1. The NSU hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The NSU may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the NSU shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The NSU shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, NSU, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

The requested provision is not accepted as written.

As stated in Section 1.1 of the IFB, the resulting contract shall not be an exclusive waste

collection contract or exclusive franchise agreement.

NSU reserves the right to obtain services from third parties for waste, services, events, or activities that are not covered by the IFB and resulting contract. The Contractor shall have no independent right to enforce alleged exclusivity provisions against third parties or to require NSU to participate in or assist with any related enforcement action.

NSU shall not be required to adopt ordinances, rules, regulations, or other requirements granting exclusive service rights to the Contractor. All references to an RFP are inapplicable, as this procurement is being conducted through an Invitation for Bid.

2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the NSU and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

The requested provision is not accepted as written.

Sections 4.15 and 10 of the IFB identify the materials excluded from regular collection and shall remain unchanged.

If the Contractor discovers material that it reasonably believes to be hazardous, prohibited, or otherwise excluded from collection under the IFB or applicable law, the Contractor shall promptly notify NSU and shall not collect or dispose of the material unless legally authorized and directed to do so.

Responsibility for any excluded material, including material inadvertently collected by the Contractor, shall be determined in accordance with the IFB, the resulting contract, and applicable law.

3. NSU must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

The requested provision is not accepted as written. Recycling collection shall be provided only as applicable and as authorized by NSU in accordance with the IFB.

When recycling services are provided, the Contractor may submit reasonable written procedures regarding the preparation of recyclable materials and the removal of contaminants. Any such procedures must be reviewed and approved in writing by NSU before implementation.

The Contractor may decline to collect recyclable materials that are materially contaminated, improperly prepared in accordance with approved procedures, or unacceptable under applicable law or the requirements of the receiving facility. The Contractor shall promptly notify NSU of any rejected collection and provide the reason for the rejection.

The Contractor may not unilaterally modify the scope of services, reduce required services, or impose additional charges without NSU’s prior written approval and a fully executed contract amendment.

4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damage to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

The exception requested is not accepted as written.

The requested provision is not accepted. Section 4.11 of the IFB shall remain unchanged and shall govern responsibility for damage to roads, streets, pavement, curbing, receptacles, and other property arising from the Contractor's collection operations.

The Contractor shall remain responsible for damage resulting from its careless handling, negligence, willful misconduct, or the actions of its employees, agents, or subcontractors.

The Contractor shall not be responsible for ordinary road or street damage resulting solely from normal collection routines, as provided in Section 4.11 of the IFB.

5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement, and such amounts will be paid to Contractor upon demand.

The requested provision is not accepted as written. Sections 4.10 and 4.11 of the IFB shall govern responsibility for lost, damaged, or stolen containers.

The replacement costs established in Section 4.10 shall apply when the loss or damage is attributable to the acts or omissions of NSU, its employees, agents, occupants, or authorized users. NSU shall not be responsible for damage or replacement costs resulting from normal wear and tear, the Contractor's failure to properly maintain its equipment, or the careless handling, negligence, or willful misconduct of the Contractor, its employees, agents, or subcontractors.

The Contractor may not impose additional or undefined repair or replacement charges for containers that are described as unsightly, unsanitary, broken, or unserviceable. Any charge not expressly established in the IFB must be supported by documentation, approved in advance by NSU, and incorporated through a written agreement or contract amendment before becoming effective.

6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, NSU shall have care, custody and control of the equipment while at the service locations. NSU shall use the equipment only for its proper and intended purpose. NSU shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. NSU shall pay additional charges each time that a container is overloaded (by weight or volume). NSU must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.

The requested provision is not accepted as written.

Ownership of Contractor-provided containers shall remain as stated in Section 4.10 of the IFB. NSU does not agree to assume broad care, custody, and control of the Contractor's equipment beyond the responsibilities expressly established in the IFB, resulting contract, and applicable law.

NSU shall use Contractor-provided containers for their intended purpose and shall make

reasonable efforts to prevent unauthorized movement, alteration, misuse, or overloading.

NSU shall also make reasonable efforts to provide unobstructed access to the containers on scheduled collection days. If the Contractor determines that a container is overloaded or inaccessible, the Contractor shall promptly notify NSU and provide reasonable documentation identifying the condition. NSU shall be given a reasonable opportunity to correct the condition.

The Contractor may not impose overload, access, repair, or other additional charges unless the basis and amount of the charge are expressly established in the IFB or an issued addendum or are mutually agreed upon through a fully executed written contract amendment. No additional charge shall be assessed without NSU's prior written approval.

7. Notwithstanding anything herein to the contrary, Contractor may pass through and the NSU shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

The requested provision is not accepted as written. Contract rates shall remain firm for the initial twelve-month contract period.

Thereafter, the Contractor may submit a written request for a rate adjustment based on documented increases in disposal fees, fuel costs, governmental charges, or costs directly resulting from changes in applicable laws, ordinances, or regulations.

Any requested adjustment shall be subject to review and negotiation by NSU and is not guaranteed. NSU reserves the right to approve, deny, or negotiate the requested adjustment based on the supporting documentation, available funding, market conditions, and the best interests of the University.

No rate adjustment shall be retroactive or become effective unless mutually agreed upon by both parties and incorporated into the contract through a fully executed written amendment. Rates shall remain unchanged unless and until such amendment is executed.

8. If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice.

The requested provision is not accepted as written. Notice, cure, default, and termination shall be governed by the applicable provisions of the IFB and resulting contract, as modified by this addendum.

As provided in NSU's response to Question/Exception No. 9, Section 5 of the IFB is revised to allow the Contractor one (1) business day after receipt of written notice to respond and ten (10) business days after receipt of such notice to cure a material breach related to the required collection schedule.

No default under Section 5 shall become effective until the applicable cure period has expired without the Contractor correcting the material breach.
Section 4.17.1 shall continue to govern termination for cause involving other failures to comply with the contract.

The Contractor shall not suspend or discontinue required services based solely upon an alleged breach by NSU. Any suspension of performance must be expressly authorized by the IFB, the resulting contract, applicable law, or NSU's prior written approval.

9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

The requested provision is not accepted as written.

Delays or failures in performance resulting from acts of God, force majeure, or other circumstances beyond a party's reasonable control shall be governed by the applicable provisions of the IFB and Section 13 of NSU's standard contract.

A temporary inability to access a container shall not automatically excuse performance or constitute a force majeure event. If access is prevented by circumstances beyond the Contractor's reasonable control, the Contractor shall promptly notify NSU, identify and document the condition preventing access, and coordinate with NSU to resume or complete the required collection service as soon as reasonably practicable.

The parties shall use reasonable efforts to eliminate or minimize the effect of any event delaying performance and shall resume their respective obligations as soon as reasonably practicable.

Sample Standard Contract Form

For informational purposes only, NSU is providing a sample of its standard contract form as a separate reference document. The sample contract is not incorporated into and does not amend, modify, or supplement the IFB or this Addendum. Bidders are not required to complete, sign, or return the sample contract with their bids.

The sample is provided solely to allow prospective bidders to review the general format and standard provisions commonly used by NSU. Following award, NSU will prepare the applicable contract based upon the requirements of the IFB, all issued addenda, the successful bidder's accepted bid, and applicable law.

Providing the sample contract does not grant the successful bidder a general right to negotiate or materially modify the requirements established through the competitive bidding process.

SAMPLE ONLY — FOR INFORMATIONAL PURPOSES

This document is provided only as an example of NSU’s standard contract format. It is not incorporated into the IFB, does not modify or supplement the solicitation, and is not required to be completed or returned with the bid.

**STATE OF LOUISIANA,
NORTHWESTERN STATE UNIVERSITY
PARISH OF NATCHITOCHES**

1. CONTRACT

Be it known, that effective upon the dates noted in this document, as evidenced by the signatures and dates on this document, Northwestern State University (hereinafter sometimes referred to as "State") and _____ (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

Provide _____ in accordance with the terms and specifications of Sealed Bid SB# ____.

3. TERM OF CONTRACT

This Contract is effective on _____, through _____, unless otherwise terminated in accordance with the Termination provisions of this Contract. Total contract time may not exceed _____ months.

4. DELIVERABLES

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

5. PERFORMANCE STANDARDS

5.1. PERFORMANCE REQUIREMENTS

Products to be supplied must meet acceptable durability standards. Products to be supplied must be within the range of colors provided by _____. The time frame required for delivery of products is an important component of this process and must be within accepted industry standards.

5.2. PERFORMANCE MEASUREMENT/EVALUATION

The above Performance Requirements will be evaluated on an ongoing basis with the accepted Contractor.

5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR

SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

6. PAYMENT TERMS

The University shall pay the Contractor in accordance with the Pricing Schedule set forth in **SB**. The Contractor may invoice the University monthly at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

7. TAXES

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **SB**. State agencies are exempt from all State and local sales and use taxes.

8. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

9. TERMINATION

The University has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the University; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

9.1. TERMINATION OF THIS CONTRACT FOR CAUSE

The University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently

to complete such correction, then the University may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The University may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The University shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

10. CONTRACT MODIFICATIONS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

11. OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by the Contractor to the University, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the University shall remain the property of the University and shall be returned by the Contractor to the University at the Contractor's expense, at termination or expiration of this Contract.

12. WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University and the State of Louisiana from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold the University and the State of Louisiana harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of this Contract. Any injunction that is issued against the University which prevents the University from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate this Contract. In the event of such termination, the University will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

14. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this Contract, if applicable.

15. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

16. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the University and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

17. SUBSTITUTION OF PERSONNEL

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

The University shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

18. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

19. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

20. CONFIDENTIALITY

The following provision will apply unless the University's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the University's operations, which are designated confidential by the University and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract or is rightfully obtained from third parties.

21. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

22. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the University, Division of Administration, or others designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

23. RECORD RETENTION

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

24. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

25. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the University's right to audit or to withhold University owned documents.

26. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the University shall not be bound until such time as this Contract is fully executed between the University and the Contractor and all required approvals are obtained.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

28. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

29. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

30. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

31. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

32. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

33. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel, and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

34. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

35. HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

37. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

38. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

THUS, DONE AND SIGNED AT _____ on this _____ day of _____, 2026, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Name: _____

Title: _____

THUS, DONE AND SIGNED AT Natchitoches, Louisiana on this _____ day of _____, 2026, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

UNIVERSITY SIGNATURE:

By: _____

Ashlee Grayson

Director of Purchasing