| INVITATION TO BID | | BID DUE DATE AND TIME |
|---|---|---|
| BOARD OF SUPERVISORS OF<br>LOUISIANA STATE UNIVERSITY<br>AND AGRICULTURAL & MECHANICAL COLLEGE | | **12/17/2026 11:00 AM CT** |

**SOLICITATION** RFQ-0000002963

**SUPPLIER #**

**SUPPLIER NAME AND ADDRESS**

**RETURN BID TO**

lsubids@lsu.edu

**Buyer** Erica Pino

**Buyer Phone**

**Buyer Email** epino2@lsu.edu

**Issue Date** 11/20/2026

TITLE: Grounds Maintenance for Windrush Gardens at Burden Museum & Gardens - Term Contract

**To Be Completed By Supplier**

1. _____"No Bid" (sign and return this page only).
2. _____My Company does not wish to receive future solicitations for this spend category.
3. Specify your Delivery: To be made within _____ days after receipt of order.
4. If applicable, Supplier's Addendum Acknowledgement/Response:
   As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and
   _____submit no alterations/clarifications to our original bid.
   _____submit superseding revisions/clarifications to our original bid as written herein or attached hereto.

**General Instructions to Suppliers**

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time.
2. Read the entire solicitation, including all terms, conditions and specifications.
3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier.
4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.
5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

| SUPPLIER NAME | MAILING ADDRESS |
|---|---|
| AUTHORIZED SIGNATURE | CITY, STATE ZIP |
| PRINTED NAME | PHONE # |
| TITLE | FAX # |
| E-MAIL | FEDERAL TAX ID # |

SOLICITATION RFQ-0000002963 DUE DATE 12/17/2026 DUE TIME 11:00:00 AM

**1. Bid Submission Information**

All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to lsubids@lsu.edu *(This email address should be used for bid submissions only)*. Any bids sent directly to the Buyer of record **will not** be forwarded to the "Return Bid To" email.

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

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

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

**2. Bid Opening Information**

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

https://lsu.zoom.us/meeting/register/QLfFfBZmRqio9DF9ESf0QA

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.

SOLICITATION RFQ-0000002963 DUE DATE 12/17/2026 DUE TIME 11:00:00 AM

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.
Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

1. **Supplier Enrollment**
   Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email suppliers@lsu.edu. The supplier enrollment form can be located at: http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php
2. **Bid Delivery and Receipt**
   Bids must be received and time-stamped at the "Return Bid To" email address no later than the due date and time specified herein. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.
3. **Bid Forms**
   Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.
4. **Interpretation of Solicitation/Supplier Inquiries**
   If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.
   No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.
5. **Bid Addenda**
   Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the “Return Bid To” address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.
6. **Bid Opening**
   Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.
7. **Special Accommodations**
   Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

**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.

**16. Acceptance of Bid**
Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.

**17. Applicable Law**
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**18. Awarded Products/Unauthorized Substitutions**
Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.

**19. Testing/Rejected Goods**
Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.

**20. Delivery**
Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**21. Default of Supplier**
Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

**22. Supplier Invoices**
Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.

**23. Delinquent Payment Penalties**
Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

**24. Assignment of Contract/Contract Proceeds**
Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

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

**26. Contract Cancellation**
LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.

**27. Prohibited Contractual Arrangements**
Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

**28. Equal Employment Opportunity Compliance**

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

**29. Mutual Indemnification**

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

**30. Certification of No Suspension or Debarment**

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

**31. Right to Audit**

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

**32. 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.

SOLICITATION RFQ-0000002963 DUE DATE 12/17/2026 DUE TIME 11:00:00 AM

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| | **UNLESS SPECIFIED ELSEWHERE, SHIP ALL ITEMS TO:**<br>**LSU Burden Center**<br>**4560 Essen Lane**<br>**Baton Rouge, LA 70809** | | | | |
| 1 | All or None<br>**Basic Grounds Maintenance Services at Windrush Gardens per the attached specifications.** | 20 | Each | $_____ | $_____ |
| 2 | All or None<br>**Labor to mulch all landscaped beds at Windrush Gardens utilizing pine straw mulch per the attached specifications.** | 1 | Each | $_____ | $_____ |

Annual Maintenance Contract

For

Windrush Gardens

Located at

Burden Museum & Gardens

4560 Essen Lane

Baton Rouge, LA

**General Terms and Conditions**

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

- Louisiana Department of Agriculture & Forestry Landscape Horticulturist License
- Louisiana Department of Agriculture & Forestry Commercial Pesticide Applicator Category 3 and 6

Supplier will supply all herbicides and required tools and equipment unless otherwise specified by the Botanic Gardens. Services will be performed 20 times per year or once a month during January, February, November, and December, and twice a month March through October. Landscape debris and any garbage must be removed from the job site at the end of each workday and may be disposed of at a specified on-site location.

LSU AgCenter Botanic Gardens reserves the right to increase or decrease the number of services as needed. LSU AgCenter Botanic Gardens reserves the right to add other properties at mutually agreed upon prices for the length of the contract term. Any extra services performed shall be requested by the LSU AgCenter Botanic Gardens Director and shall be paid as extra by adding additional line items to the contract or by separate purchase order outside of the contract.

LSU AgCenter Botanic Gardens business hours of operation are 8 am – 4:30 pm Monday through Friday. Maintenance before 8 am, after 4:30 pm or on the weekend shall require prior approval from the LSU AgCenter Botanic Gardens Director or his designee.

Supplier shall notify LSU AgCenter Botanic Gardens Director or his designee one week in advance of bed service schedule depicting the location and approximate on-site time of service. The Botanic Gardens shall work with Supplier regarding events and schedules that shall affect the approved service schedule.

Supplier is responsible for repairing any damage caused by Supplier to irrigation systems; building structures and/or windows; and vehicle body and/or windows while performing services. If damage occurs, the Supplier must inform LSU AgCenter Botanic Gardens Director or

his designee and provide pictures of the damage. Foreman should report any landscape issues that were found during a visit such as dead, dying or diseased plant material, insect infestation, weed control issues, pesticide misapplication or safety issues.

Dress Code: Supplier's workers shall wear uniform shirts with the company logo on them and shirttails tucked in, pants shall be of uniform color, free from holes and obvious defects, and worn at the waist. Work shorts may be worn provided they meet the general pants criteria and are worn to the knee. All cold weather clothing must have the company logo. If hats are worn, they shall also be uniform with company logo. Worker appearance is to always be neat and professional.

Point of Contact: Foreman or crew lead must inform the Botanic Gardens Director or his designee when workers arrive on property for a scheduled visit and when they leave after completion of all tasks for that visit. Foreman will report to LSU AgCenter Botanic Gardens Director or his designee for review of all landscape maintenance priorities and tasks for each visit. It is preferable to have a foreman meet briefly on site prior to the start of each visit to ensure complete understanding of said visit's priorities and tasks. However, if no foreman can be present, then an English-speaking crew leader must be available on site at all times to communicate with the Botanic Gardens Director or his designee and so that there is a clear communication of tasks and expectations with the crew while working on site.

All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. All work shall be performed in a safe manner with equipment in good repair following guidelines established by the American National Standards Institute (ANSI) and special care shall be taken to observe pedestrian activity and minimize pedestrian exposure to equipment operation or noise.

Supplier shall provide adequate personnel and equipment to assure timely completion of all services.

Supplier shall provide the LSU AgCenter Botanic Gardens Director or his designee a written, detailed summary upon completion of each visit. The visit summary should include the number of workers present, which tasks were completed, the time period on site, and in which location each task was completed.

Supplier shall take advantage of favorable weather conditions to stay on schedule. In the event a service is suspended due to inclement weather, supplier shall return as soon as possible to complete the service.

Supplier representative shall be available for tour of contracted sites at scheduled intervals with the LSU AgCenter Botanic Gardens Director or his designee.

Submitted bid prices shall be inclusive of all supplier expenses incurred such as materials and supplies, service time, travel time, fuel surcharge, mileage, etc. except for pine straw as specified in Pine Straw Mulch Landscape Beds.

Supplier shall use the parking area adjacent to the red barn at Windrush Gardens or the Rural Life Museum parking lot as a staging area before beginning of daily shift. Supplier equipment cannot be stored on Burden property.

**Basic Grounds Maintenance**

Landscape Bed Weed Control: Supplier shall visually inspect all beds and hand-pull weeds and vines larger/taller than 1 inch and adjust or add mulch to refresh area where pulling weeds disturbed the soil. Pull all weeds and vines growing within shrub mass. Beds are to be maintained in a neat, weed/vine/leaf/branch/ball moss/litter, etc. free condition at all times. Apply post-emerge and pre-emergent herbicide, Glyphosate and S-Metolachlor, as a spot spray treatment for weeds less than 1 inch, adjust or add mulch if necessary to cover ground if bare. Use herbicides taking care not to spray ornamental plants, grasses, and annual color. Herbaceous vines, such as Bushkiller (Cayratia japonica), should be pulled to the ground out of trees and shrubs and sprayed with post-emergent herbicide mixture of Mesotrione and 2-4D. All woody vines, such as Smilax, Bugleweed, and Honeysuckle, should be removed from trees and shrubs, cut above the ground, and treated with the herbicide Triclopyr on the cut wound. Pathway weed control shall be treated with Glyphosate and S-Metolachlor. Desiccated weeds shall be removed after appropriate kill level has been reached.

Removal of Plant Material: Supplier shall cut back all herbaceous ornamentals at the end of the warm season or at the direction of the LSU AgCenter Botanic Gardens Director or his designee. This includes, but is not limited to, various tropicals, gingers, and banana plants throughout the gardens.

Supplier shall remove any debris, such as fallen branches, leaf debris and prunings throughout the garden beds and pathways each visit.

Supplier shall cut back all liriope one time per year in Spring in coordination with the LSU AgCenter Botanic Gardens Director or his designee.

Supplier shall blow off all pathways throughout the gardens each visit.

Chemical Application - Fertilization, Weed, Disease & Insect (Ant) Control: Sprayer operator shall be appropriately licensed by the Louisiana Department of Agriculture and Forestry with all necessary endorsements pertaining to the type of application such as Turf and Ornamental, Aquatics, Roadside, Trees, etc. Operator shall be trained in correct operation of spray unit and have all necessary documentation as required by LDAF on-site at time of application. Operator shall have appropriate PPE, spill kit, emergency contact info, and "pesticide applied" flags to mark areas that have been treated. Flags are to be removed by applicator at end of appropriate notification/re-entry period. Any areas or objects that receive incidental spray shall be washed and cleaned appropriately by the supplier. Operator must wear appropriate PPE expecting to be in contact with overspray and dripping. Any incidental overspray onto cars, buildings, bikes, signage, benches, etc., shall be washed clean by the supplier. Supplier shall provide a chemical application document within 24 hours of each application, and the record will be maintained by LSU AgCenter Botanic Gardens. Services shall be provided at the request and approval of LSU AgCenter Botanic Gardens Director or his designee.

Supplier shall be responsible for replacing, at no cost to LSU AgCenter Botanic Gardens, plant material if it is discovered misapplication of any pesticide or fertilizer by Supplier is the cause of damage or death of the plant.

**Pine Straw Mulch Landscape Beds:**

Mulch Landscape Beds with Pine Straw: Use pine straw provided by the LSU AgCenter Botanic Gardens. Pine straw should be placed in the beds free of debris, cones, bark, soil, and sticks. Mulching should occur in March or the first half of April. Apply pine straw thickly so that when pressed and compacted, it has a finished depth of 4 inches thick. Press into place under and around plants to have a neat, uniform appearance.

**Mandatory Pre-Bid Meeting:**

Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting shall be held on **Thursday, December 3rd, 2026 at 10:00 AM CT** at Burden Museum & Gardens, 4560 Essen Lane, Baton Rouge, La. 70809. The meeting place for the pre-bid meeting will be in the lobby of the Rural Life Museum. The pre-bid meeting will take place at Windrush Gardens. Failure to attend the mandatory pre-bid meeting shall result in disqualification and bid(s) submitted by that supplier shall not be opened. Suppliers that arrive after the mandatory pre-bid meeting has started will not be allowed to participate and will be turned away. All suppliers participating in the mandatory pre-bid meeting are required to stay for the entire time. If anyone leaves before the

meeting is over, their bid shall not be considered. Any questions that may arise as a result of the mandatory pre-bid meeting must be sent to Erica Pino at epino2@lsu.edu.

A map showing the gardens to be maintained and a listing of the square footages for the areas in those gardens is included with the specifications.

# LSU AgCenter Botanic Gardens
# Windrush Gardens Landscape Beds



0 55 110 220 330 440 Feet

LSU AgCenter Research & Extension

**Legend**

| | |
|---|---|
| Monroe Garden | 36,255 Sq. Feet |
| Windrush Gardens | 100,677 Sq. Feet |
| Piney Woods | 73,217 Sq. Feet |
| Structures | |
| Roads | |

| Location | Garden Room | Bed Number | Bed ID | Area Sq Ft |
|---|---|---|---|---|
| Windrush Gardens | GR1 | 13 | GR1-13 | 691 |
| Windrush Gardens | GR1 | 15 | GR1-15 | 150 |
| Windrush Gardens | BHG | 1 | BHG-1 | 1703 |
| Windrush Gardens | BHG | 3 | BHG-3 | 254 |
| Windrush Gardens | BHG | 2 | BHG-2 | 187 |
| Windrush Gardens | BHG | 4 | BHG-4 | 1559 |
| Windrush Gardens | BHG | 10 | BHG-10 | 1042 |
| Windrush Gardens | GR2 | 7 | GR2-7 | 410 |
| Windrush Gardens | GR2 | 3 | GR2-3 | 403 |
| Windrush Gardens | GR2 | 6 | GR2-6 | 409 |
| Windrush Gardens | GR2 | 4 | GR2-4 | 394 |
| Windrush Gardens | GR1 | 14 | GR1-14 | 2532 |
| Windrush Gardens | GR2 | 5 | GR2-5 | 363 |
| Windrush Gardens | BHG | 9 | BHG-9 | 2358 |
| Windrush Gardens | BHG | 12 | BHG-12 | 961 |
| Windrush Gardens | BHG | 8 | BHG-8 | 113 |
| Windrush Gardens | BHG | 11 | BHG-11 | 2211 |
| Windrush Gardens | KW | 1 | KW-1 | 1546 |
| Windrush Gardens | MG | 1 | MG-1 | 6678 |
| Windrush Gardens | KW | 2 | KW-2 | 2106 |
| Windrush Gardens | GR3 | 2 | GR3-2 | 2683 |
| Windrush Gardens | GR2 | 9 | GR2-9 | 1200 |
| Windrush Gardens | GR3 | 1 | GR3-1 | 3184 |
| Windrush Gardens | GR2 | 10 | GR2-10 | 6009 |
| Windrush Gardens | GR3 | 3 | GR3-3 | 1904 |
| Windrush Gardens | GR3 | 8 | GR3-8 | 1908 |
| Windrush Gardens | GR3 | 4 | GR3-4 | 1436 |
| Windrush Gardens | GR1 | 9 | GR1-9 | 2122 |
| Windrush Gardens | GR3 | 5 | GR3-5 | 851 |
| Windrush Gardens | GR3 | 6 | GR3-6 | 1038 |
| Windrush Gardens | GR3 | 7 | GR3-7 | 1400 |
| Windrush Gardens | GR3 | 9 | GR3-9 | 3364 |
| Windrush Gardens | GR3 | 10 | GR3-10 | 13661 |
| Windrush Gardens | BHG | 7 | BHG-7 | 215 |
| Windrush Gardens | MG | 2 | MG-2 | 1635 |
| Windrush Gardens | BHG | 6 | BHG-6 | 9484 |
| Windrush Gardens | BHG | 5 | BHG-5 | 653 |
| Windrush Gardens | GR1 | 8 | GR1-8 | 373 |
| Windrush Gardens | GR1 | 11 | GR1-11 | 860 |
| Windrush Gardens | GR1 | 6 | GR1-6 | 5872 |
| Windrush Gardens | GR1 | 5 | GR1-5 | 146 |
| Windrush Gardens | GR1 | 7 | GR1-7 | 1382 |
| Windrush Gardens | GR1 | 3 | GR1-3 | 1259 |
| Windrush Gardens | GR1 | 2 | GR1-2 | 678 |
| Windrush Gardens | GR1 | 4 | GR1-4 | 280 |
| Windrush Gardens | GR1 | 1 | GR1-1 | 2458 |
| Windrush Gardens | GR3 | 11 | GR3-11 | 3098 |
| Windrush Gardens | GR1 | 12 | GR1-12 | 782 |
| Windrush Gardens | GR1 | 10 | GR1-10 | 1848 |
| Windrush Gardens | GR2 | 1 | GR2-1 | 697 |
| Windrush Gardens | GR2 | 2 | GR2-2 | 400 |
| Windrush Gardens | GR2 | 8 | GR2-8 | 765 |
| Windrush Gardens | GR1 | 13 | GR1-13 | 613 |
| Windrush Gardens | GR1 | 14 | GR1-14 | 71 |
| Windrush Gardens | GR1 | 14 | GR1-14 | 13 |
| Windrush Gardens | GR1 | 14 | GR1-14 | 265 |
| Piney Woods | PW | 14 | PW-14 | 7100 |
| Piney Woods | PW | 13 | PW-13 | 11122 |
| Piney Woods | PW | 10 | PW-10 | 9920 |
| Piney Woods | PW | 6 | PW-6 | 580 |
| Piney Woods | PW | 11 | PW-11 | 4144 |

| | | | | |
|---|---|---|---|---|
| Piney Woods | PW | 12 | PW-12 | 7730 |
| Piney Woods | PW | 7 | PW-7 | 2927 |
| Piney Woods | PW | 1 | PW-1 | 3118 |
| Piney Woods | PW | 8 | PW-8 | 3396 |
| Piney Woods | PW | 2 | PW-2 | 1838 |
| Piney Woods | PW | 9 | PW-9 | 4719 |
| Piney Woods | PW | 3 | PW-3 | 1884 |
| Piney Woods | PW | 4 | PW-4 | 6636 |
| Piney Woods | PW | 5 | PW-5 | 8042 |
| Piney Woods | PW | 15 | PW-15 | 61 |
| Monroe Garden | MG | 13 | MG-13 | 487 |
| Monroe Garden | MG | 14 | MG-14 | 3204 |
| Monroe Garden | MG | 11 | MG-11 | 4477 |
| Monroe Garden | MG | 16 | MG-16 | 4738 |
| Monroe Garden | MG | 9 | MG-9 | 448 |
| Monroe Garden | MG | 8 | MG-8 | 7727 |
| Monroe Garden | MG | 15 | MG-15 | 539 |
| Monroe Garden | MG | 7 | MG-7 | 4452 |
| Monroe Garden | MG | 6 | MG-6 | 314 |
| Monroe Garden | MG | 3 | MG-3 | 895 |
| Monroe Garden | MG | 2 | MG-2 | 333 |
| Monroe Garden | MG | 4 | MG-4 | 465 |
| Monroe Garden | MG | 5 | MG-5 | 511 |
| Monroe Garden | MG | 1 | MG-1 | 984 |
| Monroe Garden | MG | 10 | MG-10 | 6522 |
| Monroe Garden | MG | 12 | MG-12 | 159 |
| **TOTAL AREA** | | | | 210149 |

# LSU TERM CONTRACT – TERMS & CONDITIONS

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

**1. Scope of Contract**
This solicitation is issued to establish a term contract for the specified goods and/or services for the period beginning 1/1/2027 and ending 12/31/2027, in accordance with all specifications, terms, and conditions.

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

**3. Contract Renewals/Extensions**
At the option of LSU and acceptance by the Supplier, this contract may be renewed for 2 additional 12 month periods, or extended in partial increments thereof, at the same prices, terms and conditions of the original contract award.

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

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

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

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

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

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

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

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

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

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

Supplier shall give prompt written notice to LSU Procurement Services of any such price reduction and effective date for issuance of a formal contract amendment. Price reductions must be offered to all departments. Suppliers found to have 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 Specifications
B. LSU Term Contract – Terms & Conditions
C. Solicitation Special Terms & Conditions
D. Solicitation Standard Terms & Conditions

# Insurance Minimum Limits and Requirements for Standard Contractor/Vendor Agreements

## INSURANCE

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

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

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

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

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

### Other Insurance Requirements

***Additional Insured Status***

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

***Waiver of Subrogation/Recovery***
All insurances shall include a waiver of subrogation/recovery in favor of the University.

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

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

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

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

***Verification of Coverage***
The University shall be listed as Additional Insured and Certificate Holder as follows:

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

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

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

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

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

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

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

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

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

**Other Insurance Requirements**

***Additional Insured Status***

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

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

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

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