

Bid Delivery Instructions for the Louisiana Department of Agriculture & Forestry:

Bids may be submitted by fax or email:

Email: rlabore@daf.state.la.us

FAX: 225-237-5599

Or

Delivered/Mailed to:

Louisiana Department of Agriculture & Forestry

Procurement Division 5825 Florida Blvd.

Baton Rouge, LA 70806

Publicizing Awards: In accordance with L.A.C.34: V.335, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****ATTENTION****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

<https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest user=self reg>

Enrollment in LaGov provides LaPac email notification of bid opportunities based upon commodities that you select.

Contract Controversies:

Any claims or controversies associated with the contract issued as a result of this solicitation shall be resolved in accordance with the Louisiana Procurement Code, R.S. 39: 1673.

Terms and Conditions:

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

Vendor's Forms:

The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

Invoice:

Invoices shall be submitted to the Department of Agriculture & Forestry. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point.

Payment:

Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. Payment will be to vendor and address as shown on order.

Acceptance:

Unless otherwise specified, bids on the contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

Contractual Period:

The State of Louisiana intends to award all items for an initial period not to exceed twelve (12) months.

Contract Renewal:

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Increase/Decrease Clause:

The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

Method of Award:

The award to be made on an all or none basis to the overall lowest responsive, responsible bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

Termination for Non-Appropriation of Funds:

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

Termination Of This Contract For Convenience:

The State of Louisiana 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 State 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.

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bidder's pricing.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included, and the Employers Liability limit increased to a minimum of \$1 A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

c. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees, and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for nonpayment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees, and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall

be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its Departments, Agencies, agents, and employees as an employer, whether pursuant to the Louisiana

Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its Departments, Agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of contractor, its owners, agents, and employees. The parties further agree that contractor is a wholly independent contractor and is exclusively responsible for its employees, owner, and agents. Contractor hereby agrees to protect, defend, indemnify, and hold the State of Louisiana, its Departments, Agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by contractor as a result of any claims, demands, suits or causes of action, except those claims demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

1. NO THIRD-PARTY BENEFICIARIES:

Both bidder/Contractor and the State understand and agree that the terms and conditions of this contract are not intended to, nor do they confer any rights, benefits, or remedies upon any person or entity other than the parties hereto.

Email address and phone number of authorized individual

Waste Disposal service for the State of Louisiana, Department of Agriculture & Forestry, 5825 Florida Blvd, Baton Rouge, LA for a period of twelve (12) months beginning July 1, 2024, and ending June 30, 2025.

Service to include:

One (1) 40 Yard roll off compactor for recycling paper materials. Pick-ups on an as needed basis.

One (1) 30Yard Roll off Container. Pick-ups on an as needed basis.

One (1) 4-yard front load container Pickups scheduled 1 time per week on Wednesday.

All disposal/recycling fees, administrative or fuel and environmental charges shall be added to the monthly unit price bid.

Waste Specifications:

The intent of these specifications is to provide the Department with a contract for furnishing Waste Disposal Services, to include trash/garbage hauling and disposal, as requested in accordance with provisions set forth for a period beginning July 01, 2024, and ending June 30, 2025.

CONTRACTOR MUST ALSO CONFORM TO THE FOLLOWING:

1. The Contractor will be responsible for maintaining, deodorizing, disinfecting and/or replacing containers (including recycling containers). Responsibility also includes any/all costs for chemicals needed to sanitize equipment.
2. Upon Agency's request, all containers must be thoroughly cleaned and disinfected to prevent possible disease or odor.
3. All containers must be treated with insecticide, pesticide or whatever is needed to control flies, rodents, etc.
4. Cleaning of spills or leaks resulting from disposal operations shall be the responsibility of the Contractor. Contractor shall be responsible for keeping loading areas, including clean-up of any paper or general trash in the immediate vicinity of the containers, reasonably clean and in a sanitary condition at all times in a manner acceptable to the Agency.
5. Contractor shall be responsible for maintaining and keeping equipment at the location to ensure continuous service for trash collection. The Agency assumes no responsibility for the condition of the equipment. All containers placed at the Department by the Contractor will be adequately insured as the Department will not assume any responsibility whatsoever for the containers. The Contractor is warned that he must assume the necessary liability for damages and injury to the property and employees of the Department while on State Property.
6. Contractor will be required to use only Louisiana State Board of Health approved landfill sites to dispose of refuse. The landfill site will not be provided by the Department.
7. The Contractor will deliver containers with the bottom of the front load containers being a minimum of 10 gauge. The container must be watertight, fitted with a properly hinged lid and must meet Louisiana State Board of Health Standards. The lids of all containers must have appropriate handles and be constructed so that insects cannot enter closed containers.

8. The Contractor must pick up all garbage in an appropriate garbage truck suitable to the type of container used. A "suitable garbage truck" means that the truck must be constructed specifically and solely for the purpose of picking up garbage and the truck must be approved by the Louisiana Board of Health and must have passed Federal and State standards. Proof must be submitted upon request.

9. The Contractor must provide a backup plan in case of equipment failure, upon request.

The Department will be responsible for providing access to containers. However, Contractor will be responsible for damage, such as broken curbs, ruts, etc., outside of normal access drives.

INVOICES:

Payment will be made monthly upon receipt of invoice from the Contractor. Contractor will provide one (1) invoice per month.