

<b>SOLICITATION FOR OFFER</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		09/08/2016	02:00 PM
<b>SOLICITATION RFQ-0000000020</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="201 422 786 625" style="border: 1px solid black; height: 97px; width: 360px; margin-top: 10px;"></div>		<b>RETURN BID TO</b> Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803  <b>Buyer</b> Mark Joseph Barcia <b>Buyer Phone</b> <b>Buyer Email</b> mbarci2@lsu.edu <b>Issue Date</b> 08/05/2016	

TITLE: Barber/Salon Services Lease Space

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**LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE**



**SOLICITATION FOR OFFERS  
FOR**

**BARBER/SALON SERVICES  
LEASE SPACE  
IN LSU STUDENT UNION**

**SOLICITATION No. RFQ-0000000020**

**OFFER DUE DATE/Time:**

**Thursday, September 8, 2016 at 2:00 P.M., CST**

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It is understood and agreed that the headings of the various sections of this document have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document or any of its provisions.

## I. General Information

### 1.1 Purpose and Scope

This Solicitation for Offers (hereinafter referred to as the “**Solicitation**” or the “**SFO**”) is issued by the Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the “**University**” or “**LSU**”), is soliciting Offers from qualified Respondents who are interested in providing Barber/Salon Services for its students, faculty, staff and campus visitors at LSU. Respondents shall provide basic Barber/Salon Services. Respondents may offer other services beyond the scope of basic Salon Services. The University would want to benefit financially from these additional services as they are implemented.

The University is requesting formal Offers from qualified Contractors from which it may enter into a Right of Use Agreement for Barber/Salon Services (hereinafter referred to as “**Agreement**”). The Agreement will be with a single Contractor for Barber/Salon Services through the use of rented space for the convenience of its students, employees and others participating in its programs or otherwise using its facilities.

The University expects to enter into an Agreement under which it receives a monthly rental fee for the use of the agreed upon leased space. Those payments will be equally divided into twelve monthly payments based on the minimum rate of \$45.00 per square foot. The contemplated term of any Agreement will be five (5) years with the option for one (1) five (5) year extension. The term and beginning date(s) of any Agreement shall be as mutually determined by the University and the Respondent.

The scope of services is described in Section V – Contractor Requirements and offers will be evaluated by criteria set forth in Section VII – Instructions and Evaluation.

### 1.2 University Background

Louisiana State University and Agricultural and Mechanical College (hereinafter referred to as the “**University**” or “**LSU**”) is the state’s comprehensive research university. The University is classified by the Carnegie Foundation as a Doctorate-granting university, with very high research activity -- one of only 27 public and 23 private universities in the nation. University’s instructional programs include 210 undergraduate and graduate/professional degrees.

As the premier university of the state, the mission of the University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts for the benefit of the people of the state, the nation, and the global community.

The University offers challenging undergraduate, graduate, and professional education programs for outstanding students from Louisiana, the nation, and other countries. It’s nationally and internationally recognized efforts in a broad range of research fields create new knowledge and promote economic development. The University’s libraries and museums preserve the rich cultural heritage of the state, and scholars and artists at the University contribute to the literature, history, science, technology, and arts of our culturally diverse community.

The University attracts about 14 percent of the state’s total enrollment in higher education and

University students come from many ethnic and religious backgrounds. The student body consists of over 31,000 students from 50 states and more than 110 foreign countries. Although the average age of undergraduates is 23, many older students also pursue degrees at the University. The student body ratio is 52 percent women and 48 percent men.

Since its first commencement in 1869, the University has awarded over 200,000 degrees. The University produces about 26 percent of Louisiana's baccalaureate graduates, approximately 21 percent of the master's degrees, and about 61 percent of the doctoral degrees. In 2014-2015, University awarded 6,422 degrees. The more than 200,000 alumni have distinguished themselves in politics, agriculture, business, education, engineering, sciences, the arts, sports, and entertainment.

The University is a member of the American Council on Education, an organization of accredited post-secondary educational institutions founded in 1918; the National Association of State Universities and Land-Grant Colleges, founded in 1962 to represent the major public universities and land-grant institutions; and the American Association of State Colleges and Universities, a select group of leading public institutions of higher education. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award bachelors, masters, doctoral, and professional degrees.

The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. The campus is bordered on the west by the Mississippi River. The University's more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

### **LSU AUXILIARY SERVICES**

LSU Auxiliary Services supports the academic, research and public service mission of LSU through entrepreneurial leadership in providing the highest quality services, operations and stewardship of resources in support of a dynamic student experience. Auxiliary Services manages the LSU Student Union, whose mission is to serve students, faculty, staff, alumni and guests as the community center of campus; to provide a supportive environment for a comprehensive program of cultural, educational, social recreational and service activities; to cultivate leadership development in students; to provide appropriate facilities, services and conveniences for the diverse needs and activities of the campus community; and to create a sense of community that fosters loyalty to the university.

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## II. Administrative Information

### 2.1 Term of Agreement

Initial term of the Agreement will be negotiated but is expected to be for an initial period of five (5) years with an option for one (1) five (5) year extension, upon written mutual agreement of both parties

### 2.2 SFO Coordinator

The SFO Coordinator is the sole point of contact for the University for this Procurement. All communication between the respondent and the University upon receipt of this SFO shall be with the SFO Coordinator, as follows:

Name	Mark Barcia
Address	LSU Procurement 213 Thomas Boyd Hall
City, State, Zip Code	Baton Rouge, LA 70803
Phone Number	225-578- 2285
E-Mail Address	mbarci2@lsu.edu

Requests for copies of the SFO and written questions regarding SFO requirements or Scope of Services **must** be submitted to the SFO Coordinator as listed above.

Written inquiries or requests must include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address.

### 2.3 Inquiries

The University will consider written inquiries and requests for clarification of the content of this SFO from potential Respondents. The University reserves the right to modify the SFO should a change be identified that is in the best interest of the University.

To be considered, written inquiries of this SFO must be submitted by email to [mbarci2@lsu.edu](mailto:mbarci2@lsu.edu) by 2:00 P.M., CST on the date specified in the Section 2.6, Schedule of Events of this SFO. Any and all questions directed to the SFO Coordinator will be deemed to require an official response.

Official responses to all questions submitted by potential Respondents will be posted by the date specified in the Schedule of Events (Section 2.5) at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. The University is not responsible for late inquiries.

Only the SFO Coordinator has the authority to officially respond to Respondent's questions in regard to the SFO on behalf of the University. Any communications from any other individuals are not binding to the University.

## 2.4 Definition of Terms

As used in this Solicitation for Offers, the following definitions shall be applicable:

**Academic Year:** Begins with the start of the Fall semester and continues to the end of the following Summer semester.

**Agreement:** The written Agreement, if any, executed by the authorized representatives of the University and the selected Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this SFO, of the respective parties to the arrangement for provision of services.

**Agreement Year:** Shall mean the period from the effective date through June 30 of that year and in subsequent years of any Agreement shall mean the period from July 1 through June 30.

**Campus:** Means Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College. Means all buildings and grounds operated by LSU and any other locations served by the University at any time during this Agreement. Respondents acknowledge that as of the date of this SFO, the Pennington Biomedical Research Center, the Burden Conference Center, the Rural Life Museum, the LSU System Building, the LSU Agricultural Center and the Hebert Law Center are not within the scope of the Campus definition, but LSU agrees that it shall use its reasonable efforts to provide services of the LSU Auxiliary Services to service those areas.

**Contractor:** Any organization or entity, public or private, awarded the SFO's expectant resulting contract with the University. For sections of this SFO outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Respondent responding to this SFO.

**Mandatory Requirements:** For purposes of this Solicitation, the terms "**shall**" and "**must**" denotes mandatory requirements.

**May:** The term "**may**" denotes desirable.

**Offer:** Document(s) submitted by the responsible Respondent pursuant to the Solicitation for Offers (SFO) to meet the purchase needs of the University.

**Respondent:** A firm, organization or entity, public or private, who responds to this SFO. The successful Respondent responsive to this SFO is described as the Contractor in this document.

**Should:** The term "**should**" denotes desirable.

**Solicitation for Offers:** Referred to as the "**Solicitation**" or the "**SFO**". The document so titled and all Attachments and Exhibits, which are attached and incorporated by reference as set out in this SFO.

**Transaction:** A single credit and/or debit of funds to a cardholder's account(s).

**University:** Louisiana State University and Agricultural & Mechanical College (LSU).

**University Fiscal Year:** July 1 through June 30

**2.5 Non-Mandatory Tour**

A non-mandatory tour of the applicable University Barber/Salon location will be held on Friday, August 12, 2016 at 10:00 A.M. CST. The tour will begin at LSU Auxiliary Services, 310 Student Union, Baton Rouge, LA 70803. **This tour is not mandatory.** This tour will be of the Barber/Salon site.

Although impromptu questions will be permitted and spontaneous answers will be provided during the tour, the only official answer or position of the University will be stated in writing in response to written questions through an official addendum.

**2.6 Schedule of Events**

<b>SFO KEY EVENTS SCHEDULE</b>	<b>DATE</b>
<b>Advertise SFO on LAPAC</b>	<b>Friday, August 5, 2016</b>
<b>Non-Mandatory Tour</b> See Section 2.5 of this SFO.	<b>Friday, August 12, 2016, 10:00AM CST</b>
<b>Deadline to Receive Written Inquiries</b> Inquires must be received by 2:00 P.M., CST. See Section 2.3.	<b>Friday, August 19, 2016</b>
<b>Issue Responses to Written Inquiries</b>	<b>Friday, August 26, 2016</b>
<b>Submission of Offers Deadline</b> All Offers <b>must</b> be received by <b>2:00 P.M. CST</b> on this date at the address listed in Section 6.1. Offers received late for whatever reason will not be considered.	<b>Thursday, September 8, 2016</b>
<b>Announce award of Contractor Selections by</b>	<b>Friday, September 30, 2016</b>
<b>Projected Contract Start Date</b>	<b>Monday, October 10, 2016</b>

**NOTE: The University reserves the right to change this schedule of SFO events, as it deems necessary.**

### **III. Offer Information**

#### **3.1 Minimum Qualifications of Respondent**

Respondent **must** meet the following minimum qualifications:

- 3.1.1 Respondent must currently have at least three consecutive years' experience in operations sufficiently alike in type and scope to those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement.
- 3.1.2 Respondent must provide an organizational chart, including staff and management personnel positions and identify the individual(s) who would have on-site responsibility for the operation. The chart should specifically state the positions and titles of management and personnel necessary for carrying out the proposed operations for the University.
- 3.1.3 Respondent must be authorized to do business in the State of Louisiana.

#### **3.2 SFO Addenda**

University reserves the right to change the schedule of events or revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of the Respondent to check the website for addenda to the SFO, if any.

#### **3.3 Costs of Participation**

All Offers submitted in response to this SFO and any expenses incurred in fulfilling the requirements of this SFO are the sole responsibility of the Respondent. The University shall not be liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the Offer, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this SFO are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the University.

#### **3.4 Interpretation of SFO**

Interpretation of the wording of this document shall be the responsibility of the LSU's Procurement Office and that interpretation will be final.

The University is not responsible for errors or misinterpretation made by the Respondent in responding to this document.

#### **3.5 Offer Modification**

Offers submitted prior to the closing time and date for acceptance of Offers may be modified or withdrawn only by written notice to the LSU's Procurement Office. Modifications received, prior

to the closing time and date for accepting Offers, will be added to the originally submitted Offer upon opening.

### **3.6 Communications with University Personnel**

From the date of issuance of the SFO to the closing time and date for return of Offers, the Respondent must not make available or discuss their Offer, or any part thereof, with any employee or agent of the University, unless prior permission is requested in writing by the Respondent and received, in writing, from the LSU's Procurement Office. Except as provided in this SFO, and as is otherwise necessary for the conduct of ongoing University business operations, Respondents are expressly and absolutely prohibited from engaging in communications regarding the Offer with University personnel unless it is done in accordance with Section 2.3.

### **3.7 Waiver of Administrative Informalities**

The University reserves the right to reject any or all Offers and waive any minor administrative informalities.

### **3.8 Ownership of Offer**

From the date of issuance of the SFO to the closing time and date for return of Offers, the Respondent must not make available or discuss their Offer, or any part thereof, with any employee or agent of the University, unless prior permission is requested in writing by the Respondent and received, in writing, from the LSU's Procurement Office. Except as provided in this SFO, and as is otherwise necessary for the conduct of ongoing University business operations, Respondents are expressly and absolutely prohibited from engaging in communications regarding the Offer with University personnel unless it is done in accordance with Section 2.3.

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within an Offer identified as such **must** be clearly marked in the Offer and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any Offer marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10 Written or Oral Discussions/Presentations**

After the opening of all Offers received by the closing time and date for accepting Offers, Respondents may be required, at the request of the University, to make an oral presentation or provide written clarifications to their Offers. Respondent will not be allowed to change Offer or make any Offer modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the document. Appropriate personnel in the LSU's Procurement Office will schedule any such presentations or address any needed written clarifications.

### **3.11 Awarded Contracts**

Awarded contracts will be entered into with the responsible Respondent(s) submitting a responsive Offer according to the criteria given in the SFO and resulting in an Agreement in the best interest of the University. A sample of the Agreement for Barber/Salon Services Lease Space and Right of Use is attached as Appendix C.

The SFO, and any addendums, the Offer of the selected Respondent will become part of any contract initiated by the University.

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this SFO. The Respondent needs to address the specific language in the sample contract and submit with their Offer with any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

- 3.11.1 If any provisions of the Agreement resulting from this SFO are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

## **IV. Current Data**

### **4.1 Demographic and Statistical Data**

- 4.1.1. During Fall 2015, the University had a total campus population of 31,527, comprised of 26,159 undergraduate students, 5,368 graduate and professional/undergraduate students, 1,309 faculty and 3,713 staff.
- 4.1.2. The University operates 17 residence halls and 6 apartment complexes. Total occupancy for Fall 2015 was 6,482. The University has approximately 971 students living in Greek houses each Academic Year.
- 4.1.3. 2016-17 Academic Calendar is provided as Appendix B.
- 4.1.4. Barber/Salon Services will be located on the first floor of the LSU Student Union encompassing 718 square feet located in Room 159. The rental location map is provided as Appendix A.

## **V. Contractor Requirements**

The Agreement resulting from this SFO shall incorporate, without limitation, the following requirements.

### **5.1 Lease Space Requirements**

- 5.1.1 Location of Barber/Salon Services shall be at the LSU Student Union in Room 159, the designated Barber/Salon Service space , which includes a restroom, Room 159A (See Appendix B). See Barber/Salon Services location map is provided as Appendix A.
- 5.1.2 The Contractor will have the exclusive right to operate, as an independent operation, the leased facilities in the Student Union building and also have use of the LSU Student Union loading dock for deliveries and other needs.
- 5.1.3 The University shall have the right to inspect said facility and the operations thereof by the Contractor with respect to the opening and closing hours, operations schedules, safety and the daily maintenance of said premises. The authority to inspect and ensure compliance would also pertain to any other reasonable regulations adopted by the University pertaining to the Contractor's operations.
- 5.1.4 The proposed days and hours of service for the Fall, Spring and Summer semesters must be reviewed and approved by the University.
- 5.1.5 Miscellaneous equipment and supplies not provided by LSU must be clean, in good appearance, and in first-class working order at the time of installation. Equipment installation and removal where utility connections and/or alteration of University property is involved shall be by or under the direction of the LSU Student Union and the University's Department of Facility Services at the expense of the Respondent.
- 5.1.6 The Contractor will contract goods, services, and employment needed to accomplish the conditions of this agreement, in addition to that currently provided by the University, in its own name and not implicate the University as being liable, either directly or by inference in any transactions. The Contractor will comply with Federal, State, and Local laws appertaining to business conducted in accordance with this agreement and will conform to the University's business policies and practices.
- 5.1.7 The Contractor will provide, at its own expense, any and all necessary equipment. Ownership for such equipment shall be vested with the Respondent unless otherwise stated in writing.
- 5.1.8 The Contractor shall have access to the premises assigned or scheduled at reasonable times, as determined and coordinated by the University, throughout the term of the lease agreement ending upon expiration or termination. Such access, in the form of keys, will be obtained by the Contractor through the Auxiliary Services Director of Facility Services, at the expense of the Contractor.

- 5.1.9 Any access provided to the Contractor by the University in the form of keys, electric access cards, etc., will be the responsibility of the Contractor. Loss, damage, or theft of such access materials, charged to the Contractor, requiring replacement of access materials or related equipment, such as locks, electronic card readers, etc., shall be placed by the University at the sole expense of the Contractor.
- 5.1.10 Electrical service and water, as is reasonable and available to the University, shall be provided to the Respondent by the University. Electrical service shall be provided to operating equipment by the University. Although University bears the cost of providing the utilities, Respondent bears the risk of testing each circuit, and all risk associated with improperly connecting circuit(s) to its operating equipment. The University shall not guarantee an uninterrupted supply of water, electricity, air conditioning or heat, except that it shall be diligent in restoring service following any interruption. The University shall not be liable for failures of any such utility services.
- 5.1.11 University will work with Respondent to keep the store location attractive and clean.
- 5.1.12 The Respondent understands that the University has not and does not make any warranty as to the condition of the current or any proposed future University site or as to the fitness or security of the premises for any specific use and Contractor accepts the leased premises in its current condition.
- 5.1.13 All intended facility additions, alterations, improvements, and/or Construction will be made as a mutually agreed by the Contractor and the University. All plans and specifications for additions, alterations, and improvements must be approved by the University prior to installation of any work, and all such work will be performed to the approval of the University's Department of Facility Development; with the University assuming these Facility Development supervisory costs. Construction is to be by written contract and bond in compliance.
- 5.1.14 Respondent shall provide a plan which defines the amount of funding for renovations, expansion, alterations, equipment, etc. that will be invested.
- 5.1.15 The Contractor will not place - or cause to be placed- or maintain on or about the premises of the University, including the glass or window or any door, any sign and/or advertising matter, decoration, lettering, or other thing of any kind without first obtaining the University's written approval. The Contractor will maintain any of the above approval materials in good condition and repair at all times.
- 5.1.16 The Contractor shall be responsible for coordinating with the University's Office of Telecommunications, and Facility Services if needed, for installation, maintenance, and expenses incurred for telephone service (including computer connection circuits), network lines, computers, alarms, equipment, etc. on the premises.

- 5.1.17 Equipment installation and removal, where utility connections are required and/or alterations in University property will be done to the approval of the University's Department of Facility Services; with the University assuming these Facility Services supervisory costs.
- 5.1.18 Ownership of any additions, alterations, improvements, and/or construction on the University's campus, funded either partially or by the Contractor, shall be the property of the University. In the event that the Contractor, with University approval, constructs any freestanding building on University property, ownership of such building shall remain the Contractor's during the lease term, subject to the provision that if the lease expires at the end of the term without earlier termination or if the University terminates the lease for cause, ownership of any such building will transfer to the University upon termination of the lease.
- 5.1.19 The salon provides needed services for students, faculty and staff, contributes to the social environment of the University and plays a role in the overall satisfaction of the University's students. It is very important that the Store's management have the training, experience, and ability to ensure quality service.
- 5.1.20 Contractor shall be solely responsible for employee compensation, including all applicable taxes.
- 5.1.21 Employees of the Contractor shall do the following:
- 5.1.21.1. Limit non-promotional special privileges relating to purchase or receipt of services to Respondent's employees only.
  - 5.1.21.2. The successful Respondent must conduct and possess a current background check on any employee. A deficiency shall result if an employee of the Respondent cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from the LSU Campus.
  - 5.1.21.3. Conduct business in a careful and prudent manner and not permit the use of LSU Student Union Facilities at its disposal for purposes other than as agreed.
  - 5.1.21.4. All employees shall wear identification tags provided by the Respondent. The I.D. tag must be visible and affixed to the collar or pocket of the shirt or coat and prominently displayed.
  - 5.1.21.5. The University reserves the right to request immediate removal of any personnel for conduct which is determined not in the best interest of the University.
- 5.1.22. The Respondent shall work with the University to ensure the required license and compliance standards are maintained per Title 46, Part VII: Professional and Occupation Standards of Barbers and/or Part XXXI. Cosmetologists, if applicable, respectively.

[http://wwwprd.doa.louisiana.gov/boardsandcommissions/RulesAndRegulations/4\\_img007.pdf](http://wwwprd.doa.louisiana.gov/boardsandcommissions/RulesAndRegulations/4_img007.pdf)

[http://wwwprd.doa.louisiana.gov/boardsandcommissions/RulesAndRegulations/11\\_goldbook.pdf](http://wwwprd.doa.louisiana.gov/boardsandcommissions/RulesAndRegulations/11_goldbook.pdf)

## **5.2 Financial and Accounting**

### **5.2.1 Payment Terms**

The University expects to enter into an Agreement under which it receives monthly rental payments. Those payments will be equally divided into twelve (12) monthly payments based on the minimum rate of \$45.00 per square foot.

### **5.2.2 Payment Date**

Respondent shall pay the University the monthly rent payment by the 1<sup>st</sup> of each month. These payments shall be made electronically through wire transfer. Failure to pay rent shall bear interest at the rate of twelve percent (12%) per annum from date due until paid.

### **5.2.3 Adjustments to Rent Payment**

University reserves the right to work with Respondent to review and adjust the annual rent payment during the term of any Agreement ensuing from this RFP. This review shall be completed on an annual basis and any changes made based on fully documented need and adjustment, if any, is upon the University's sole approval authority and discretion.

### **5.2.4 Management Information**

Contractor will furnish the University with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested by the University.

### **5.2.5 Right to Audit**

The State Legislative Auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

### **5.2.6 TigerCASH Requirements**

In the event the respondent will be processing sales transactions, Respondent must be capable of providing a method by which the campus debit account, TigerCASH, which resides on the University ID card, Tiger Card, can be used as payment. The Respondent is required to provide a method by which TigerCASH

can be used as currency to pay for services and the Point of Sales system (POS) can interact with our current business transaction systems, Blackboard Transact, specifically with its Transactions Integration Agent (TIA). Blackboard TIA capabilities allow for third party POS systems to connect directly to our Blackboard Transaction System without the need for an additional reader. The Respondent's method should securely store, process and transmit data. Blackboard recommends specific POS systems which have been tried and tested to meet LSU as well as State and Federal data security requirements.

LSU will act as the agent for Respondent in collecting sales proceeds from the use of Tiger Cards for purchases. During the term of this Agreement Respondent agrees to pay a Service Charge equal to 3% of Gross TigerCASH Debit Card transaction sales at the Respondent's location. Respondent shall submit a detailed monthly invoice, to be verified by AS, before a payment is made. In the manner provided hereinafter, AS will transfer payments on a monthly basis for the TigerCASH transactions attributable to the Respondent less the Service Charge. Notwithstanding the foregoing, AS shall not be responsible or obligated to pay Respondent for any TigerCASH transactions that are processed on a stolen or invalid Tiger Card. In the event the Respondent's invoice does not match the TigerCASH transaction sales records, Respondent must provide detailed information to AS showing the missing transaction details.

### **5.3 General Terms and Conditions**

#### **5.3.1 Taxes and Fees**

Contractor shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes – Federal, State and local – and all license fees, or any other necessary expense to the operation under the Agreement with the University, and shall conform to all laws, regulations, and ordinances applicable to the performance of this SFO and any subsequent Agreement between the University and Contractor.

#### **5.3.2 Assignment of Agreement**

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the University. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

#### **5.3.3 Licenses and Permits**

Contractor shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by Federal, State and local governments and to make available to University personnel appropriate documentation when so requested by the University.

#### **5.3.4 Compliance with Applicable Law and Policy**

Contractor will comply with all federal, state, and local laws appertaining to its business conducted under the Agreement and will conform to University's business policies and practices.

Contractor shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Contractor must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. See, e.g., The Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1975, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran' Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Fair Housing Act of 1968, The Americans With Disabilities Act of 1990 and Executive Order 11246, as amended. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

#### **5.3.5 Traffic and Parking**

Should Contractor access the University, Contractor's employees, subcontractor and vendors will conform to the regulations of University's Office of Parking, Traffic and Transportation. Expenses of parking at the University shall be borne by Contractor or its employees, subcontractors and vendors. Information regarding the University's parking rules and regulations can be obtained from the University Office of Parking, Traffic and Transportation, Public Safety Bldg., South Stadium Road, Baton Rouge, LA 70803. Telephone (225) 578-5000 or Fax (225) 578-3577.

#### **5.3.6 Insurance**

Contractor shall procure 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 Contractors, agents, representatives, or employees. All insurances must also meet established and future state requirements issued by the State Board of Elementary and Secondary Education in accordance with LA R.S. 17:407.40.

##### ***Workers Compensation***

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee

##### ***Commercial General Liability (CGL)***

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage (including \$300,000 damages to rented premises), bodily injury (including \$10,000 Medical Expenses - Any One Person) and personal &

advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate limit. This insurance coverage must not exclude coverage for sexual assault and/or sexual molestation with sub-limits not less than \$1,000,000 per occurrence.

***Automobile Liability***

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, 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.

***Cyber Liability***

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law with a minimum limit of \$1,000,000, if applicable.

***Excess Insurance***

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

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

***Additional Insured Status***

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be covered as additional insureds for both ongoing and completed operations on the Auto Liability and Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

**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 University reserves the right to request copies of subcontractor's Certificates at any time.

**Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

**I. Waiver of Subrogation**

Contractor hereby grants to the University a waiver of any right to subrogation which any insurer of said Contractor may acquire against the University by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

**II. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor 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-:VI, unless otherwise acceptable to the University.

**Verification of Coverage**

Contractor shall furnish the University with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**5.3.7 Indemnification**

Contractor shall defend, indemnify, and hold harmless LSU and its members, officers, employees and agents (collectively, "**LSU Parties**") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("**Claims**") incurred by LSU Parties in connection therewith, arising out of or relating to Contractor's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Contractor, or those of its employees and/or agents. Contractor shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with

and assist Contractor in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Contractor without Contractor's prior written approval.

#### **5.3.8 University Name and Logo**

The Contractor agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Contractor unless it has received prior written consent from the University.

#### **5.3.9 Performance Annual Review**

Contractor shall meet at least annually with LSU Procurement and Auxiliary Services leadership representatives for purposes of a business review. The purpose of this review includes, but is not limited to, the supplier presenting to Procurement a detailed analysis of the previous year, including details on data, how the business has grown, what challenges may exist with maximizing business potential, what opportunities may provide incremental growth of the business, a forecast of business for the next period, etc. Auxiliary Services and contractor can, but are not required to, schedule monthly meetings to discuss operations if deemed necessary by either party.

#### **5.3.10 Jurisdiction and Venue**

The terms of this SFO shall be interpreted under Louisiana law. Venue for any claims arising out of this SFO is proper in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

#### **5.3.11 Termination Clauses**

##### **5.3.11.1 Termination for Cause**

The University may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, 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 the Agreement 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.

#### **5.3.11.2 Termination for Convenience**

The University may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **5.3.12 Record of Ownership**

All records, reports, documents, or other material related to any contract resulting from this SFO and/or obtained or prepared by 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 Contractor to University, at Contractor's expense, at termination or expiration of this contract.

#### **5.3.13 Content of Contract/Order of Precedence**

In the event of an inconsistency between the contract, the SFO and/or the Contractor's Offer, the inconsistency shall be resolved by giving precedence first to the final contract, then to the SFO and subsequent addenda (if any) and finally, the Contractor's Offer.

#### **5.3.14 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this SFO shall be made without the prior written approval of the Office of Procurement.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment of the contract.

## **VI. Offer Submittal**

### **6.1 Requirements for Submission**

This SFO is available in electronic form on the State of Louisiana, Office of State Procurement through the Louisiana Procurement and Contract Network (LaPAC) website at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the SFO Coordinator contact (See Section 2.2 of this SFO). To access the SFO on LaPAC, search by Solicitation Number

**\*NOTE: LaPAC is the State's online electronic bid posting and notification system resident on OSP's website [www.doa.louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is**

**considered formally given as of their respective dates of posting dates.**

**Important** – The Offer should be clearly marked outside of envelope, box or package with the Offer Name: **“Barber/Salon Services Lease Space in LSU Student Union”** and the University **Solicitation No RFQ-000000020**. The Offer **MUST be received prior to 2:00 P.M., CST on Thursday, September 8, 2016, by hand delivery or mail addressed to the SFO Coordinator:**

**Louisiana State University  
Procurement Office  
Attention: Mark Barcia  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
Email: [mbarci2@lsu.edu](mailto:mbarci2@lsu.edu)  
Telephone: (225) 578-2285**

**NOTE: Respondents are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Respondents mailing their Offers should allow sufficient mail delivery time to ensure receipt of their Offer by the Thursday, September 8, 2016, at 2:00pm CST. The Offer **MUST** be delivered at the Respondent’s expense to Mark Barcia , Louisiana State University, Procurement Office, 213 Thomas Boyd Hall, Baton Rouge, Louisiana 70803. Offers or amendments to Offers which arrive after this closing time and date will not be considered. Fax or email is not acceptable methods for submission of Offers.

For courier delivery, the street address is 213 Thomas Boyd Hall, Baton Rouge, Louisiana, 70803 and the telephone number is (225) 578-2176. It is solely the responsibility of each Respondent to assure that their Offer is delivered to our physical location and prior to the deadline for submission. The LSU Procurement Office is not responsible for any delays caused by the Respondent’s chosen means of Offer delivery. Respondent is solely responsible for the timely delivery of its Offer. **Offers will not be accepted by fax or email.**

Each Respondent **must** submit one (1) signed original Offer to the SFO Coordinator at the address specified in this SFO. **The original Offer MUST be marked ‘ORIGINAL’ and CONTAIN ORIGINAL SIGNATURES** of those company officials or agents duly authorized to sign Offers or contracts on behalf of the organization. In addition to the original, the University requires that **SIX (6) copies** of the Offer be submitted, which must be submitted on separate flash drives or CDs in a Windows compatible format such as PDF.

If the Offer contains confidential information as described in Confidential Information, Trade Secrets & Proprietary Information (Section 6.2) of this SFO, as a condition of a request for confidentiality the Respondent shall submit two versions of the Offer:

- a. An un-redacted version.

- b. A redacted version that conforms with and is limited to redaction of only the sections allowed by R.S. 44:1 ET. seq. Clearly, mark the cover as such - "REDACTED COPY" – and follow instructions above and in Section 6.2 for identifying confidential information. The Respondent should provide a clearly identified printed signed redacted copy of their Offer as well as an electronic redacted copy on each CD or flash drive in a Windows compatible format as PDF.

If the Respondent is a business entity, the Offer **must** be signed by those company officials or agents duly authorized to sign Offers or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Respondent is a Corporation. This copy will be retained for incorporation by reference in any Contract resulting from this SFO. See Exhibit 2 for Board Resolution or Signature Authority Certification.

All formal Offers will be considered valid until award is made.

## **6.2 Confidential Information, Trade Secrets, and Proprietary**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Offer. The cost Offer will not be considered confidential under any circumstance. Any Offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Offer. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the Offer that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover of the Offer with the following legend, specifying the specific section(s) of his Offer sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_ of the Offer have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this Offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Respondent, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing Respondent or other person seeks review or copies of another Respondent's confidential data, the University will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the University and hold the University harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the University to disclose the information. If the owner of the asserted data refuses to indemnify and hold the University harmless, the University may disclose the information.

Additionally, any Offer that fails to follow this section and/or La. R.S. 44:3.2. (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your Offer contains confidential information, you should submit a redacted copy along with your Offer. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from the LSU's Procurement Office, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by the evaluation team members. The redacted copy should also state which sections or information has been removed.

## **VII. Instructions and Evaluation**

### **7.1 General Information**

- 7.1.1.** Each Respondent must submit an Offer addressing each of the following points, as listed below, desirably in the same order and each response entitled as presented herein. Respondent must address the Offer evaluation criteria given in this Section based on an Agreement with a term of five years with an option to renew for one (1) additional five (5) year extension, for up to a total of ten years if all parties agree to the extension.
- 7.1.2.** The Offer Cover Sheet **must** be completed and all required signatures should be made in blue ink. The Offer **MUST BE TYPED** and **BE SIGNED BY AN AUTHORIZED REPRESENTATIVE of the Respondent**.
- 7.1.3.** Failure to follow instructions may eliminate that Offer from consideration for any Agreement.
- 7.1.4.** The Respondent must include, within its Offer, the name, mailing address, email address, phone number and fax number of the person(s) to whom legal authorization has been given to negotiate Agreement terms with the University and legally bind the proposing entity by signature of a written Agreement with the University. If the Respondent is a corporation, a formal Board Resolution

or signature authority should accompany the Offer giving the signatory the right to sign on behalf of the Corporation. See Exhibit 2 for Sample Board Resolution or Signature Authority.

- 7.1.5. Offers are to be simply prepared in a manner designed to provide the University with a straightforward presentation of the Respondent's capability to satisfy the requirements set forth in this SFO. Elaborate brochures and other promotional materials are neither requested nor desired.
- 7.1.6. Respondent may attend the Offer opening, but no information or opinions concerning the ultimate Agreement award will be given at the opening or during the evaluation process. Information pertaining to completed files may be secured by visiting the LSU's Procurement Office during normal working hours.
- 7.1.7. Materials submitted in response to this competitive procurement shall become the property of the University. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to any technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The University reserves the right to make any proposal, including proprietary information contained therein, available to LSU personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the University in its evaluation of the proposal and the approval of the awarded Contract.

The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **7.2 Offer Response Format**

Offers should be bound with a durable cover, include a cover letter, and consist of the following sections, typewritten, separately tabbed and numbered within each section. This list is provided only as a guide to what Respondents may include for the University to best understand their capabilities and evaluate them fairly. It is not meant to be complete or all inclusive.

- Tab A Offer Cover Sheet and Certification & Assurances page (Required Submittals)
- Tab B Company Credentials and Qualifications
- Tab C Barber/Salon Services
- Tab D Operational Plan
- Tab E Revenue Offer
- Tab F Other Information

Tab A – Offer Cover Sheet included as Exhibit 1 must be completed and signed preferably in blue ink.

#### Tab B - Company Credentials and Qualifications

Information should adequately illustrate Respondent's experience in operations sufficiently alike in type and scope of those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement. Examples of documentation that may meet this requirement include, but are not limited to the following: annual reports, executive summaries detailing customers, services, and scale over three consecutive years, or operation plans.

##### 1. History and Experience:

- a. Summarize the company's history and experience performing similar services including number of years' service.
- b. Provide at least three consecutive years' experience in operations sufficiently alike in type and scope to those in this SFO to permit a reasonable assessment of Respondent's capability to perform under any Agreement.
- c. Provide copies of the Respondent's financial statements for the past three (3) years which shall include the Respondent's annual revenue for the past three (3) years. Also, include the Respondent's annual revenue for the past three (3) years (it is permitted to submit your financial information in a separate, sealed envelope with your proposal; also, include one (1) separate flash drive with just financial information in the same envelope. This information will only be accessed by Procurement for the top scoring proposer(s)).

##### 2. Company Profile: This Section profiles the organization and status of the companies that may perform the services:

- a. Provide company's legal name, date incorporated, and state of incorporation (if not incorporated, indicate date started in business and type of business, e.g., sole proprietorship, partnership, etc.).
- b. Provide federal identification number.
- c. Provide signature authority for Offer as described in Section 6.1.
- d. Describe company organization and, if applicable, relationships with subsidiaries, parent corporations, and affiliates or other related companies.
- e. Describe your principal type of business.
- f. If you have defaulted on a contract or Agreement, or had a contract or Agreement terminated for cause, within the past five years, describe in detail.
- g. If you have filed for bankruptcy protection within the past five years, or you are currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe in detail.

3. Personnel:
  - a. Provide a comprehensive staffing plan for the Agreement, including organization of functions, workflow, city/state where functions will be accomplished, etc.
  - b. List personnel that will be used on this Agreement, including subcontractors. Describe each person's role, management responsibilities, qualifications and work experience.
4. References:
  - a. Provide names of three (3) references and for each, a contact name and title with telephone number and email address. Each Respondent shall include references from comparative clients with contact names, address, email address, and telephone numbers.

#### Tab C – Barber/Salon Services

1. Respondent is to review the Barber/Salon location map as provided in Appendix A.
2. With respect to leased space, Respondent must provide the following:
  - a. A description of the products and concepts that the Respondent proposes to implement in association with the providing of Barber/Salon Services. The University desires innovative Offers.
  - b. A thorough description of the types of Barber/Salon Services proposed for the University. Descriptions are to include price and all services, equipment if necessary, and other important information.
3. Offer is to discuss how Respondent monitors changing salon services new products, and any innovative strategies used to satisfy consumer demands.

#### Tab D – Operational Plan

1. Respondent must provide an operational plan, including an organizational chart listing staff and management personnel positions and identify the individual(s) who would have responsibility for the services. The plan should specifically state the positions and titles of management and personnel necessary for carrying out the proposed services for the University.
2. A detailed description of the policies and procedures that will be utilized for handling and securing cash.
3. A description of Respondent's general security, safety, sanitation and operating procedures

#### Tab E – Revenue Offer

1. Proposal is to be based upon an annual minimum rent per square foot of \$45.00 per square foot guarantee, payment divided into twelve equal monthly payments.

2. Respondents must include in their Offer a capital investment plan for renovations, improvements, and/or interior construction of the Store, totaling 718 square feet. All modifications necessary to implement the Respondent's proposed plan will be the

responsibility of the Respondent. Facilities improvements include, but are not limited to, the following: renovations; remodeling; and related equipment, supplies, furnishings, and signage. All proposed facility improvement capital investments must be agreed upon in writing by the Contractor and appropriate University personnel. All improvements made by the Contractor through these investments will become part of the facility and will become part of the structure, and therefore ownership will transfer to the University. The Contractor must provide complete and accurate records of all costs associated with construction or renovation projects on the University's campus to the University.

#### Tab F – Other Information

Place here any other information deemed relevant or necessary for the Offer, but inapplicable to any of the required parts or sections. If a Respondent attaches another document(s) to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part or tabbed section of the Offer. If the document is not specifically referenced in a part or tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this SFO.

### **7.3 Evaluation Team**

The evaluation of Offers will be accomplished by an evaluation team, to be designated by the University, which will determine the Offer most advantageous to the University, taking into consideration price and the other evaluation factors set forth in the SFO.

### **7.4 Offer Evaluation and Review**

The University reserves the right to accept or reject any Offers and waive any informality in any Offer submitted. All Offers will be reviewed to determine compliance with mandatory administrative requirements as specified in the SFO including but not limited to Section 3.1. The award, if made, shall be made in the best interest of the University. From the total information required, determination shall be made of the Respondent's financial, managerial and organizational ability and resources to serve the University. Only Offers from financially responsible organizations or individuals, as determined by the University, presently engaged in providing Barber/Salon Services shall be considered. Representatives from the University reserve the right to inspect the Respondent's facilities and other operations under its management prior to award of an Agreement. The University anticipates receiving creative and innovative Offers which are realistic in terms of the services required and identifying new approaches for the providing of Barber/Salon Services including equipment and program enhancements. Offers will be evaluated using the following scoring matrix/criteria:

**EVALUATION AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 60 points		
Company Credentials/Qualifications	30 points (maximum)	60 points
Services/Strategy proposed for the University as described in TAB C	30 points (maximum)	
Financial Proposal – 40 points		
Amount of Guaranteed annual lease payment	30 points (maximum)	40 points
Capital Investment Plan	10 points (maximum)	
References w/Contact Information		10 points
<b>Grand Total</b>		<b>110 points</b>

**7.5 Offer Award**

The University reserves the right to contract with a maximum of one (1) Barber/Salon Services vendor. Location of Barber/Salon Service site is Room 159 of the LSU Student Union.

Once an award has been made, the LSU Procurement Office will notify all Respondents of the award of the Agreement. The University reserves the right to request a “best and final offer”. If contract negotiation is unsuccessful or the highest ranking Respondent fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, or through discovery, cannot provide the services as stated within their proposal, the University may terminate negotiations and begin negotiations with the next highest ranking Respondent.

**7.6 Agreement Negotiations**

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded Agreement. The resulting Agreement shall be based on the Solicitation for Offers, submitted Offer and the negotiations concerning it. Should negotiations stall between the University and the first selected Respondent, the University reserves the right to break-off negotiations with the first selected Respondent and begin negotiations with the second highest scored Respondent. The University reserves the right to continue such negotiations with the third and then subsequent highest scored Respondent if negotiations stall with the previously selected Respondent.

If no Offer is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Offers.

The determination of when negotiations between the University and a selected Respondent have stalled and negotiations are to be discontinued with such Respondent and begun with another Respondent, are at the sole discretion of the University.

The selected Respondent will be expected to enter into an Agreement which is substantially the same as the Agreement included in Appendix C.

**(The rest of this page intentionally blank)**

# APPENDIX A: BARBER/SALON SERVICES LOCATION DIAGRAM AND PHOTOS









## APPENDIX B: 2016-2017 ACADEMIC CALENDAR

### 2016-2017 Academic Calendar

#### Fall Semester 2016

<b>AUGUST</b>	11-12	Thu-Fri	International Student Orientation
	12	Fri	Final date for submitting to the Graduate School General Examination Results for the doctorate to be awarded at fall commencement, 4:30 p.m. deadline (minimum period of three months is required between completion of the General Exam and completion of the Final Defense)
	15-18	Mon-Thu	Freshman and Transfer Orientation
	17	Wed	New Graduate Student Orientation
	22	Mon	Classes begin, 7:30 a.m.
	24	Wed	Final date for submitting to The Graduate School (or updating) "Applications for Degree" to be awarded at fall commencement, 4:30 p.m. deadline
	24	Wed	Final date for "Degree Only" registration (all degree requirements, including document submission and approval by The Graduate School must be met), 4:30 p.m., deadline
	30	Tue	Final date for dropping courses without receiving a grade of "W," 4:30 p.m., deadline
	31	Wed	Final date for adding courses for credit and making section changes, 4:30 p.m., deadline
31	Wed	Final date to petition deans' offices to invoke the Grade Exclusion Policy, 4:30 p.m., deadline	

<b>SEPTEMBER</b>	2	Fri	Final date for submitting to The Graduate School "Requests for Final Exams" (comprehensive exam, thesis/dissertation defense) for degrees to be awarded at fall commencement, 4:30 p.m., deadline
	5	Mon	Labor Day holiday begins, 7:30 a.m.
	6	Tue	Classes resume, 7:30 a.m.

<b>OCTOBER</b>	6	Thu	Fall Holiday begins, 7:30 a.m.
	10	Mon	Classes resume, 7:30 a.m.
	10-15	Mon-Sat	Mid-semester examination period
	18	Tue	Mid-semester grades due, 9:00 a.m., deadline
	23	Sun	Course scheduling for spring semester, Spring Intersession and summer term begins, 5:00 p.m.

NOVEMBER		
4	Fri	Final date for dropping courses, 4:30 p.m., deadline
4	Fri	Final date for resigning from the University, 4:30 p.m., deadline
4	Fri	Final date to request rescheduling a final examination when three examinations are scheduled in 24 hours
14	Mon	Final date for submitting to The Graduate School committee examination reports and approved theses and dissertations, 4:30 p.m. deadline
23	Wed	Thanksgiving holiday begins, 12:30 p.m.
28	Mon	Classes resume, 7:30 a.m.
30	Wed	Concentrated Study Period begins--no meetings, social activities, athletic events, or other extracurricular activities requiring student participation will be scheduled; no major examinations will be given in academic courses other than labs

DECEMBER		
3	Sat	Classes end, 10:00 p.m.
4	Sun	Concentrated Study Period ends
5-10	Mon-Sat	Final examinations
13	Tue	<b>Final grades due (degree candidate), 9:00 a.m. deadline</b>
14	Wed	<b>Final grades due (non-degree candidate), 9:00 a.m. deadline</b>
16	Fri	Commencement Day
42 MWF Classes; 28 TTh Classes		

**Wintersession 2016**

DECEMBER		
12	Mon	Classes begin, 7:30 a.m.
12	Mon	Final date for dropping courses without receiving a grade of "W," 4:30 p.m. deadline
13	Tue	Final date for adding courses for credit and making section changes, 4:30 p.m. deadline
13	Tue	Final date to petition deans' offices to invoke the Grade Exclusion Policy, 4:30 p.m. deadline
20	Tue	Final date for resigning from the university, 4:30 p.m. deadline
20	Tue	Final date for dropping courses, 4:30 p.m. deadline
23	Fri	Winter holiday begins, 7:30 a.m.

JANUARY		
3	Tue	Classes resume, 7:30 a.m.
3	Tue	Classes end, 10:00 p.m.
4	Wed	Final examinations
6	Fri	<b>Final grades due, 9:00 a.m. deadline</b>
11 Classes		

**Spring Semester 2017**

<b>JANUARY</b>	4	Wed	International Student Orientation
	5, 6, 9	Thu, Fri, Mon	Freshman and Transfer Orientation
	10	Tue	Final date for submitting to The Graduate School General Examination results for the doctorate to be awarded at spring commencement, 4:30 p.m. deadline (minimum period of three months is required between completion of the General Exam and completion of the Final Defense)
	11	Wed	Classes begin, 7:30 a.m.
	13	Fri	Final date for submitting (or updating) to The Graduate School "Applications for Degree" to be awarded at spring commencement, 4:30 p.m. deadline
	16	Mon	Martin Luther King Day holiday begins, 7:30 a.m.
	17	Tue	Classes resume, 7:30 a.m.
	17	Tue	Final date for "Degree Only" registration (all degree requirements, including document submission to The Graduate School must be met), 4:30 p.m. deadline
	20	Fri	Final date for dropping courses without receiving a grade of "W", 4:30 p.m. deadline
	23	Mon	Final date for adding courses for credit and making section changes, 4:30 p.m. deadline
	23	Mon	Final date to petition deans' offices to invoke the Grade Exclusion Policy, 4:30 p.m. deadline
	25	Wed	Final date for submitting to The Graduate School "Requests for Final Exams" (comprehensive exam, thesis/dissertation defense) for degrees to be awarded at spring commencement, 4:30 p.m. deadline

<b>FEBRUARY</b>	27	Mon	Mardi Gras holiday begins, 7:30 a.m.
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<b>MARCH</b>	1	Wed	Classes resume, 12:30 p.m.
	6-11	Mon-Sat	Mid-semester examination period
	14	Tue	Mid-semester grades due, 9:00 a.m.
	24	Fri	Final date for dropping courses, 4:30 p.m., deadline
	24	Fri	Final date for resigning from the University, 4:30 p.m., deadline
	24	Fri	Final date to request rescheduling a final examination when three examinations are scheduled in 24 hours
	26	Sun	Course scheduling for fall semester, Summer Intersession and Wintersession begins, 5:00 p.m.

<b>APRIL</b>	9	Sun	Spring Break begins, 7:30 a.m.
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	10	Mon	Final date for submitting to The Graduate School General Examination Results for the doctorate to be awarded at summer commencement, 4:30 p.m. deadline (minimum period of three months is required between completion of the General Exam and completion of the Final Defense)
	10	Mon	Final date for submitting to The Graduate School committee examination reports and approved theses and dissertations, 4:30 p.m. deadline
	17	Mon	Classes resume, 7:30 a.m.
	26	Wed	Concentrated Study Period begins--no meetings, social activities, athletic events, or other extracurricular activities requiring student participation will be scheduled; no major examinations will be given in academic courses other than labs
	29	Sat	Classes end, 10:00 p.m.
	30	Sun	Concentrated Study Period ends

<b>MAY</b>	1-6	Mon-Sat	Final examinations
	<b>9</b>	<b>Tue</b>	<b>Final grades due (degree candidate), 9:00 a.m. deadline</b>
	<b>10</b>	<b>Wed</b>	<b>Final grades due (non-degree candidate), 9:00 a.m. deadline</b>
	11, 12	Thu, Fri	Commencement will be held over a two day period, May 11-12
42 MWF Classes; 28 TTh Classes			

**Spring Intersession 2017**

<b>MAY</b>	15	Mon	Classes begin, 7:30 a.m.
	15	Mon	Final date for dropping courses without receiving a grade of "W," 4:30 p.m. deadline
	16	Tue	Final date for adding courses for credit and making section changes, 4:30 p.m. deadline
	16	Tue	Final date to petition deans' offices to invoke the Grade Exclusion Policy, 4:30 p.m. deadline
	23	Tue	Final date for resigning from the university, 4:30 p.m. deadline
	23	Tue	Final date for dropping courses, 4:30 p.m. deadline
	26	Fri	Classes end, 10:00 p.m.
	29	Mon	Final examinations
	<b>31</b>	<b>Wed</b>	<b>Final grades due, 9:00 a.m. deadline</b>

11 Classes
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**Summer Term 2017**

Session A

<b>MAY</b>	10	Wed	Final date for submitting (or updating) to The Graduate School “Applications for Degree” to be awarded at summer commencement, 4:30 p.m. deadline
	26	Fri	International Student Orientation
	30	Tue	Freshman and Transfer Orientation

<b>JUNE</b>	1	Thu	Freshman and Transfer Orientation ends
	1	Thu	Final date for “Degree Only” registration (all degree requirements, including document submission to The Graduate School must be met), 4:30 p.m. deadline
	5	Mon	Classes begin, 7:30 a.m.
	7	Wed	Final date for dropping courses without receiving a grade of “W,” 4:30 p.m. deadline
	8	Thu	Final date for adding courses for credit and making section changes, 4:30 p.m. deadline
	8	Thu	Final date to petition deans’ offices to invoke the Grade Exclusion Policy, 4:30 p.m. deadline
	8	Thu	Final date for “Degree Only” registration (all degree requirements, including document submission and approval by The Graduate School must be met), 4:30 p.m., deadline
	9	Fri	Final date for submitting to The Graduate School “Requests for Final Exams” (comprehensive exam, theses/dissertation defense) for degrees to be awarded at summer commencement, 4:30 p.m. deadline
	26-28	Mon-Wed	Mid-term examination period

<b>JULY</b>	3	Mon	Mid-term grades due, 9:00 a.m.
	4	Tue	Independence Day Holiday begins, 7:30 a.m.
	5	Wed	Classes resume, 7:30 a.m.
	10	Mon	Final date for submitting to The Graduate School committee examination reports and approved theses and dissertations, 4:30 p.m., deadline
	11	Tue	Final date for dropping courses, 4:30 p.m. deadline
	11	Tue	Final date for resigning from the University, 4:30 p.m., deadline
	24	Mon	Classes end, 10:00 p.m.
	25	Tue	Concentrated Study Day
	26	Wed	Final examinations begin
	27	Thu	Final examinations end

<b>AUGUST</b>	1	Tue	<b>Final grades due (degree candidate), 9:00 a.m. deadline</b>
	2	Wed	<b>Final grades due (non-degree candidate), 9:00 a.m. deadline</b>
	4	Fri	Commencement, 9:00 a.m.

	35 Classes		
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Session B

(See Session A for Graduate School deadlines)

<b>MAY</b>	26	Fri	International Student Orientation
	30	Tue	Freshman and Transfer Orientation begins

<b>JUNE</b>	1	Thu	Freshman and Transfer Orientation ends
	5	Mon	Classes begin, 7:30 a.m.
	7	Wed	Final date for dropping courses without receiving a grade of "W," 4:30 p.m. deadline
	8	Thu	Final date for adding courses for credit and making section changes, 4:30 p.m. deadline
	8	Thu	Final date to petition deans' offices to invoke the Grade Exclusion Policy, 4:30 p.m. deadline
	27	Tue	Final date for resigning from the university, 4:30 p.m. deadline
	27	Tue	Final date for dropping courses, 4:30 p.m. deadline

<b>JULY</b>	4	Tue	Independence Day Holiday begins, 7:30 a.m.
	5	Wed	Classes resume, 7:30 a.m.
	7	Fri	Classes end, 10:00 p.m.
	8	Sat	Final examinations
	<b>12</b>	<b>Wed</b>	<b>Final grades due, 9:00 a.m. deadline</b>

<b>AUGUST</b>	4	Fri	Commencement, 9:00 a.m.
24 Classes			

**Summer Intersession 2017**

<b>AUGUST</b>	7	Mon	Classes begin, 7:30 a.m.
	7	Mon	Final date for dropping courses without receiving a grade of "W," 4:30 p.m. deadline
	8	Tue	Final date for adding courses for credit and making section changes, 4:30 p.m. deadline
	8	Tue	Final date to petition deans' offices to invoke the Grade Exclusion Policy, 4:30 p.m. deadline
	15	Tue	Final date for resigning from the university, 4:30 p.m. deadline
	15	Tue	Final date for dropping courses, 4:30 p.m. deadline
	18	Fri	Classes end, 10:00 p.m.
	19	Sat	Final examinations
	<b>23</b>	<b>Wed</b>	<b>Final grades due, 9:00 a.m. deadline</b>
11 Classes			

## **APPENDIX C: AGREEMENT FOR SERVICES – BARBER/SALON SERVICES LEASE SPACE AND RIGHT OF USE**

This is an Agreement (“Agreement”) made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (the “University” or “LSU”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, authorized by F. King Alexander, President of Louisiana State University System, and **Licensee** (“Lessee”).

### **W I T N E S S E T H:**

**WHEREAS**, LSU has as its core purpose and is responsible for the management of a higher education institution for the benefit of the people of the state, the nation, and the global community;

**WHEREAS**, University enters into this Lease in accordance with the authority set forth in Louisiana Revised Statutes 17:3361, et seq.

**WHEREAS**, LSU released a Solicitation No. RFQ-0000000020 on 8/5/2016 for Solicitation for Offers (SFO) for Barber/Salon Services Lease Space in LSU Student Union; and

**NOW, THEREFORE**, in consideration of the rent to be paid by Lessee during the term of this Lease, and the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

### **ARTICLE I GENERAL OBLIGATIONS**

**1.0 General Obligations**. Lessee shall lease from the University certain property (defined herein below as the “Leased Premises” or “Premises”) and shall conduct Barber/Salon Services on said Leased Premises in accordance with the provisions of this Lease. The Lessee, at its sole cost and expense, shall construct improvements to the Leased Premises as set forth herein and, at its sole cost and expense, shall maintain said improvements in accordance with the standards required by this Agreement. In accordance with the provisions of this Agreement, Lessee, at its sole cost and expense, shall be obligated to furnish and install all Leasehold improvements and Moveable Equipment, Trade Fixtures and signage, all as defined herein, and all other improvements necessary to fulfill its obligations under this Agreement. Lessee shall perform such other obligations as set forth herein.

## **ARTICLE II PREMISES**

**2.0 Leased Premises.** University hereby leases and delivers to Lessee, and Lessee hereby leases and accepts from University, in consideration of the rent hereinafter set forth and of the agreements, conditions, covenants and terms of this Lease, the following described property comprised of approximately 718 square feet in the LSU Student Union Building shown as the first floor and made a part hereof as **Exhibit I**, known as Room #159 and referred to herein as the “Leased Premises” or “Premises”.

## **ARTICLE III TERM OF LEASE**

**3.0 Term.** This Lease is made for an initial term of five (5) years, commencing on the effective date hereof \_\_\_\_ and ending at midnight on \_\_\_\_, with one (1) 5-year option to renew the term by mutual consent. The renewal may be requested by either party by providing prior written notice to no less than six (6) months prior to the expiration of the Term. All terms of this Agreement shall remain in full force and effect during any renewal term.

## **ARTICLE IV RENT**

**4.0 Rent.** In addition to other consideration set forth in this Lease, Lessee agrees to pay to University during the lease term, without any prior demand therefore and without any set offs or deductions whatsoever, the Base Rent and Rent as defined herein below.

**4.1 Base Rent.** Lessee agrees to pay University during the lease term rent of \$\_\_\_\_\_ per year (“Base Rent”), which is payable in 12 equal payments of \$\_\_\_\_ each due no later than the last business day of each month during the term of the Lease.

**4.2 Payment of Rent and Reimbursement.** Should Lessee fail to pay any rent or additional rent due to University under this Lease as provided herein, such unpaid sum shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Checks for rent and other payments hereunder shall be payable to Louisiana State University c/o the Director, LSU Union, and are to be submitted timely to:

Assistant Vice President, LSU Auxiliary Services  
310 Student Union  
Louisiana State University  
Baton Rouge, Louisiana 70803

## **ARTICLE V PREMISES**

**5.0 Early Occupancy, Transition Period and Interim Premises.** Lessor shall provide early occupancy of the Premises to Lessee for purposes of completion of Tenant’s Work in the Premises, and installation of equipment and other property. Both parties agree that the period

of sixty (60) days from \_\_\_\_\_ is a period of transition. Lessee should use all reasonable efforts to successfully undertake a comprehensive program of construction and renovation within the leased premises. The parties agree that notwithstanding the stated term above, Lessee shall have the right, once Lessee completes its improvements in the Premises, to begin business operations in the Premises upon commencement of the Term above. All occupancy by Lessee, starting on or around \_\_\_\_\_ shall be subject to the terms and conditions of this Lease, however, in no event will any Rent payment obligations under this agreement hereunder commence until the effective date as stated in Section 3.0.

**5.1 Use of Premises.** Lessee has the exclusive right to provide services within the LSU Union building as set forth herein and shall not use the Leased Premises for any other purpose, unless agreed to by University in writing. Services shall include as a minimum the following:

Lessee must provide a method by which the campus debit account, TigerCASH, which resides on the University ID card, Tiger Card, can be used as payment. The Lessee is required to provide a method by which TigerCASH can be used as currency to pay for services and the Point of Sales system (POS) can interact with our current business transaction systems, Blackboard Transact, specifically with its Transactions Integration Agent (TIA). Blackboard TIA capabilities allow for third party POS systems to connect directly to our Blackboard Transaction System without the need for an additional reader. The Respondent's method should securely store, process and transmit data. Blackboard recommends specific POS systems which have been tried and tested to meet LSU as well as State and Federal data security requirements.

LSU will act as the agent for Lessee in collecting sales proceeds from the use of Tiger Cards for purchases. During the term of this Agreement Lessee agrees to pay a Service Charge equal to 3% of Gross TigerCASH Debit Card transaction sales at the Lessee's location. Lessee shall submit a detailed monthly invoice, to be verified by AS, before a payment is made. In the manner provided hereinafter, AS will transfer payments on a monthly basis for the TigerCASH transactions attributable to the Lessee less the Service Charge. Notwithstanding the foregoing, AS shall not be responsible or obligated to pay Lessee for any TigerCASH transactions that are processed on a stolen or invalid Tiger Card. In the event the Lessee's invoice does not match the TigerCASH transaction sales records, Lessee must provide detailed information to AS showing the missing transaction details.

Lessee will conduct itself and cause its officers, agents, employees to conduct themselves in a careful and prudent manner and not permit the use of Premises for any purpose other than as set forth herein. University shall not allow any commercial use to be made of Leased Premises other than by Lessee.

## **ARTICLE VI CONSTRUCTION AND OWNERSHIP OF IMPROVEMENTS**

**6.0 Modifications to Leased Premises.** Should Lessee seek to modify Leased Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Leased Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the Executive Director of Facility Services for Louisiana State University or his designee. All proposed physical modifications to the Leased

Premises must be agreed upon in writing by the Lessee and the Chancellor of the Baton Rouge Campus and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Upon the termination or expiration of this Agreement, Lessee shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Lessor, remove its equipment (if applicable), and return the Premises to Lessor, with all equipment furnished by Lessor pursuant to this Agreement, in the same condition as when originally made available to Lessee, unless agreed upon by Lessor, excepting reasonable wear and tear, fire and other casualty loss.

**6.1 Leaseholder Improvements/Early Occupancy.** The parties acknowledge and agree that Lessee intends to complete certain improvements in the Premises ("Lessee's Work"). The parties acknowledge and agree that Lessee's Work will not be disapproved of by the Lessor so long as the final plans are consistent with Lessee's Work as set forth herein. Upon delivery of the Lessee's plans, Lessor has ten (10) business days for approval of plans. The parties agree to cooperate in good faith to reach an agreement upon Lessee's Work as quickly as possible. Lessee intends to begin Lessee's Work beginning on or about \_\_\_\_ and intends to complete Lessee's Work on or about \_\_\_\_\_. Notwithstanding the foregoing, LSU hereby approves of the following Lessee work set forth (attached approved plans).

## **ARTICLE VII PREMISES AND OPERATION OF PREMISES**

**7.0 Access to Premises.** The Lessee shall have access to the Leased Premises throughout the term of the Lease ending upon expiration or termination of the Lease at such times as the LSU Union building is open. Such access, in the form of keys, will be obtained by the Lessee through the Director of Facilities Services, at the expense of the Lessee.

LSU shall provide one (1) initial set of keys to the Premises upon commencement of this Lease. Additional keys shall be provided at the expense of the Lessee. Lessee agrees not to change or add any locks to any doors or windows in or at the Leased Premises without prior written approval of LSU. Any changes shall be at the expense of the Lessee and the Lessee shall provide LSU with one complete set of keys to same. LSU and/or LSU's agent may enter upon the Leased Premises at all reasonable times during Lessee business hours for the purpose of inspecting the Leased Premises, making repairs, alterations or additions to the Leased Premises, and showing the Leased Premises to LSU Union guests and prospective Lessees. Lessee personnel will be given an opportunity to be present prior to any Leased Premises entry by University personnel, except in extreme emergencies when quick access appears necessary to protect persons or property from harm, i.e. fire.

**7.1 Maintenance and Repair of Leased Premises.** Lessee is responsible for the daily upkeep and maintenance of the Leased Premises. Lessee will be responsible for all costs and maintenance of insect and pest control. Lessee must follow the University's specifications for insect and pest control.

LSU at its sole expense shall maintain in good condition and repair the exterior portion of the Premises, including the exterior door and glass walls. Except for such repairs as may be required by reason of the acts or omissions on the part of the Lessee, its employees, agents, invitees, licensees, or contractors other than reasonable wear and tear and except as otherwise provided in this contract, LSU shall also maintain the heating, air conditioning and ventilation

systems, the life support systems (fire extinguishers, alarms and sprinklers) and the lighting system except for bulbs. The Lessee shall promptly notify LSU of the necessity for repairs coming to the attention of Lessee.

Lessee shall be responsible for all repairs and maintenance for items which are under express warranty running to Lessee, but only during existing warranty periods. Lessee shall keep the equipment and fixtures on the Leased Premises in good condition and working order at its sole expense. In the event any portion of the Premises or any other LSU Union property shall be damaged because of improvements, additions or alterations installed by the Lessee or in the event repairs or replacements will be required by reason of the acts or omissions of the Lessee, its employees, agents, licensees or contractors, Lessee agrees to make such repairs and replacements in a thorough and workmanlike manner at Lessee's sole cost and expense.

All repairs and replacements required or made by Lessee shall be equal in quality to the original work. If Lessee fails to make any repairs or replacements within thirty (30) days after written notice from LSU, LSU may make the repair or replacement at the expense of the Lessee.

**7.2 Public Relations.** Lessee acknowledges that public relations with students, University faculty and staff and visitors to the campus are an important part of its services and it shall instruct its personnel in appropriate standards of personal cleanliness and appearance and the proper and prompt handling of customer requests and complaints. Lessee agrees to remove any employees at this Premises subject to Lessee's lawful personnel policies in existence at the time of the request, when requested to do so by LSU on the grounds that continued employment at the premises would be detrimental to such public relations provided, however, that LSU's request is lawful and reasonable.

**7.3 Advertisements and Signage.** All signage must be approved by prior written consent of the Executive Director or her designee, including window signage. Other signage of a temporary nature or which advertises or promotes Lessee's products and services or related business activities inside the Lessee's space does not require prior written approval. Lessee agrees to remove any signage in the Leased Premises to which the University has made reasonable objection in writing to Lessee. Advertisements or promotions on or in the Leased Premises for products or services not specifically related to the providing of Barber/Salon Services by Lessee is forbidden. Lessee agrees to accurately state its relationship with the University in any written matter, advertising or publication, but Lessee shall cease to use the University's name in any such materials to which the University makes a written objection to Lessee. Lessee agrees it will not utilize any identifying marks or property of University, nor make representation, either expressed or implied, as to the University's promotional endorsement of the Lessee's company unless it has received prior written consent from the University. Signage is not permitted on the exterior glass, windows or walls of the Leased Premises without prior written consent of the University. Lessee will maintain all advertising and signage materials in good condition and repair at all times.

**7.4 Expense of Operations.** Lessee will contract in its own name for those goods, services, agents and employees needed to accomplish its operations on or about the Leased Premises and obligations under this Lease. Lessee shall not implicate the University as being involved or liable either directly or by inference in any of its business transactions. It shall conduct its business in such a way as to indicate to all persons or entities that its operations are separate and distinct from those of the University and the University is not responsible for

its activities.

**7.5 Safety and Sanitation.** Lessee at its sole expense shall provide daily housekeeping, cleaning, preventative maintenance, trash removal and sanitation service for Leased Premises.

**7.6 Patents and Copyrights.** Lessee shall pay all costs, fees and royalties arising from or associated with the Lessee's use of copyrights, trademarks, patented materials, equipment, devices or processes used in the operation of, or incorporated in, the provision or marketing of the Lessee's services on the Leased Premises. Lessee shall defend, indemnify, and hold harmless University, its agents, officers, board members, employees, and anyone for whom University may be liable (collectively for purposes of this paragraph, "Indemnitees") from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees at both trial and appellate levels to or for an attorney of University's choosing, for any claims for damages arising out of or in any way relating to any allegations of antitrust violation, unfair trade practices, misappropriation of trade secrets or breach of confidentiality and/or copyright, patent, trademark, service mark and/or trade name infringement by Lessee or by anyone for whom Lessee may be responsible, including but not limited to Lessee's agents, directors, officers, employees, sublicenses and/or assignees.

**7.7 Hours of Operation.** The Lessee shall maintain a consistent operating schedule which must be approved in writing by LSU. Lessee will not be required to operate on weekends, holidays or at any other times which might be exceptions to "normal operating hours." Lessee shall not be open for business when the LSU Union is closed.

**7.8 Parking.** All parking on campus by Lessee's employees, invitees, contractors, subcontractors and vendors will conform to LSU Parking and Traffic regulations. Lessee's employees, other than University students, will be entitled to the same parking privileges at the same cost as University employees. Payment may be by the individual employee or by Lessee. University cannot guarantee assignment of Lessee's employees to gated protected parking lots but will work in good faith with Lessee to provide parking arrangements to facilitate Lessee's operations.

**7.9 Utilities and Services.** The University will provide electrical utilities, heat, air-conditioning, and equipment space and location access during opening hours of the LSU Union. The Lessee shall provide the Premises with receptacles for refuse and shall be responsible for removal of all refuse to the loading dock trash bin at the LSU Union.

Lessee shall be responsible for installation and cost of any telephone service, computer, alarm, or other service and equipment utilized on the Premises. Pay phones shall not be permitted on the Premises.

University will furnish and maintain fire extinguisher equipment and supplies. Lessee will notify University immediately after any fire extinguisher use or discharge. Lessee will pay for any recharge after use.

**7.10 Restrooms.** Restrooms provided by the University will be maintained by the University.

**7.11 Inspection of Leased Premises.** The University shall have the right at any time

during business hours to inspect the Leased Premises and the operations thereon by Lessee including but not limited to operations with respect to opening and closing hours, operation schedules, inventory, safety, sanitation and the daily maintenance of the Leased Premises.

**7.12 University Regulations.** Lessee shall abide by and comply with all regulations and policies of the University of which Lessee has received written notice or which have been posted on University's website under the section titled Policies and Procedures at [www.lsusystem.lsu.edu](http://www.lsusystem.lsu.edu), now in effect or adopted hereafter relating in any way to Lessee's operations and activities on the University campus provided, if such compliance materially and adversely limits Lessee's business operations, then Lessee shall have the option to terminate this lease if the University will not waive the regulation or policy at issue.

**7.13 Security.** The Lessee will use its best efforts to exercise security control over all Leased Premises to prevent theft, vandalism, destruction or other damage. Lessee will utilize the University's Police Department for incidences requiring law enforcement services. University will not be held responsible in any way for any such damages, loss or theft. Lessee is solely responsible for such damages, loss or theft, and will defend, indemnify, and hold University and its agents, officers, board members, and employees harmless from and against any and all claims, damages, losses, and expenses incurred by University including reasonable attorney's fees both at trial court and appellate levels to or for an attorney of University's choosing, for any claim for damages arising out of or related to Lessee's obligations assumed pursuant to this paragraph or related to Lessee's obligation to provide security and Lessee's operations on or about the Leased Premises, and arising out of the negligent or intentional acts, omissions or fault of Lessee, its officers, agents or employees.

**7.14 Communications, Computers, and Technological Installations.** Lessee shall be responsible for coordinating with and paying the University's Office of Telecommunications and Facility Services for installation, maintenance and services related to telephone service, network lines, computers, alarms, equipment, etc. on the Leased Premises. Lessee shall make no installations or alterations of installations without the prior written consent of the Office of Telecommunications and Facility Services.

**7.15 Campus Mail.** Campus mail is a service provided by the University. Policies and rules governing its use are as provided for by University policy set forth in PS-91 (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>).

**7.16 Laws and Ordinances.** Lessee shall make no use of the Leased Premises or engage in operations on or about the Leased Premises which are in violation of any state, federal, or local law, ordinance or regulation.

## **ARTICLE VIII BUDGET, AUDITING AND ACCOUNTING**

**8.0 Auditing and Accounting.** The University reserves the right to have its representative, including the State Legislature Auditor, audit all or a portion of the Lessee's books, records, and other such financial documents or desired information pertaining to any amounts owed or paid to Lessor arising out of any of Lessee's contract(s) with the University. Lessee may redact the names or other personally identifying information relative to its members.

If it is determined through an audit that money is owed to the University by the Lessee and was not paid on the date due, the Lessee will pay all money owed to the University, plus ten (10) percent interest on said money from the date originally due and also pay for all costs related to the audit within thirty (30) days of invoice by LSU therefore.

**8.1 Books and Records.** Lessee shall prepare and keep for a period of at least three (3) years following the end of each lease year true and accurate books of accounts and records, conforming to generally sound and accepted accounting principles consistently applied, of transactions by Lessee from which Barber/Salon Services at, upon, or from the Leased Premises can be determined.

## **ARTICLE IX CONTRACT TERMINATION AND DEFAULT**

**9.0 Lessee Default.** At the option of University, the rent for the unexpired term of this Lease shall become due and the University may immediately terminate this Lease if any of the following listed events occur and Lessee fails to remedy same after having been given thirty (30) days prior written notice by University at the address herein designated:

- (a) If Lessee fails to pay any rent, additional rent, or any expenses assumed by Lessee in this Lease promptly, as stipulated.
- (b) If a voluntary petition in bankruptcy or receivership is filed by Lessee or if an involuntary petition is filed to place Lessee in bankruptcy or receivership and the matter is not dismissed within ninety (90) days of the filing.
- (c) If Lessee fails to promptly comply with any of the provisions, terms and/or conditions contained herein and such failure continues for thirty (30) days after receipt of written notice thereof.
- (d) If any part of the Leased Premises is abandoned or ceases to be actively occupied and open for business to its members for a period in excess of thirty (30) days, excluding renovations due to fire or casualty, holidays, days the building is closed and closures agreed to by both parties.
- (e) If Lessee, after commencement of construction, but prior to substantially completing construction of the improvements to the Leased Premises, abandons construction on any part of the Leased Premises for a period of thirty (30) consecutive days (excluding holidays and days the building is closed).

If any event listed above occurs, Lessor shall have, in addition, all rights and remedies available pursuant to Louisiana law, reserving the right to proceed for remaining installments later.

If after default Lessee fails or refuses to abandon the Leased Premises or to permit

Lessor to reenter the Leased Premises, Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor's rights under this Lease, and Lessee hereby waives any and all notice(s) of eviction. Failure to strictly and promptly enforce any of the conditions of this Lease shall not operate as a waiver of any of Lessor's rights hereunder or pursuant to Louisiana law.

Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee's obligations under this lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor in curing any default, including, but not limited to, reasonable attorneys' fees, together with interest on the amount of costs and expenses so incurred at the maximum rate allowed by law, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

**9.1 Lessor Default.** If University shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance (as described in paragraph 9.2), Lessee shall give the University a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the Lessee may at its election either terminate this Agreement effective ten (10) days after the end of said thirty (30) day period or cure the default, and, to the extent allowed by law, all of Lessee's reasonable and documented expenses in that regard shall be paid by the University on demand or else offset against rent.

**9.2 Excused Performance.** In the event that the performance of any terms or provisions of this Lease (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations (other than the payment of moneys) during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**9.3 Removal of Additional Equipment.** Upon termination of this Lease, Lessee shall have the right, within forty-five (45) days after the termination of the Lease, to remove its property on or about the Leased Premises. All property that remains after the forty-five (45) day period shall *ipso facto* become the property of the University and may be disposed of by the University as the University sees fit without liability for the proceeds of any sale or other disposition thereof. At University's option, after said forty-five (45) days the University may require any such remaining property be removed or itself actually remove any such remaining property at Lessee's sole cost and expense.

## **ARTICLE X INSURANCE**

**10.0 Insurance Required During Lease Term.** Without limiting any other obligations hereunder, the Lessee shall at all times during the Term of this Lease maintain or cause to be

maintained the following insurance covering the Premises or activities at or on the Premises. Insurance companies must be duly licensed to do business in the State of Louisiana and bearing a rating of A+: XV in the latest AM Best Casualty Insurance Reports. Self-insurance through ORM shall satisfy the requirement of this Section.

TYPE	AMOUNT
1) Property Insurance for loss or damage to the Premises by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge and other perils as included in "extended coverage" or "broad form" insurance.	100% repair or replacement (including cost of demolition and debris removal) cost of the Building, less a commercially reasonable deductible but without allowance for depreciation.
2) Commercial General Liability Insurance for the following where the exposure exists: (a) premises-operations (b) broad form contractual liability (c) products/complete operations (d) use of contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent contractors (i) sprinkler leakage legal liability (j) water damage legal liability	Coverage in an amount not less than.  \$2,000,000.00 Per Occurrence; \$4,000,000.00 General Aggregate; and  \$4,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.
3) Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles,	Combine single limit of One Million Dollars (\$1,000,000.00) per occurrence.

hired automobiles, and non-owned automobiles;	
4) Worker's Compensation & Employer's Liability Insurance	Limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Employer's liability limit is to be \$2,000,000.00 when work is to be over water and involves maritime exposure.
5) Business Interruption Insurance covering loss of rents by reason of total or partial suspension of, or interruption in, the operation of Facilities caused by the damage thereof.	12 months rental revenue
6) Flood insurance, if applicable	In amounts determined by the Foundation to be reasonable, but no more than the amount available under the National Flood insurance Program.
7) Boiler and Machinery Insurance for Loss or damage by explosion of steam boilers, pressure vessels and similar apparatus, but only if steam boilers, pressure vessels or similar apparatus are installed on the Premises.	Not less than \$5,000,000.00 with deductible provisions not to exceed \$100,000.00 per accident.
8) Liquor liability, if applicable	\$1,000,000.00 per occurrence

Lessee shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor at the limits stated herein.

Lessee agrees that the participation by Lessor in Louisiana's Office of Risk Management plan for self-insurance shall be deemed to be compliance with Lessor's obligations pursuant to this paragraph to provide insurance.

**ARTICLE XI  
 DAMAGE**

**11.0 Casualty Damage.** If any portion of the Leased Premises be damaged or destroyed by fire, windstorm, tornado, flood, vandalism or other casualty, Lessee shall proceed with due diligence to repair such damage or destruction and restore the Leased Premises at least to their condition immediately prior to such fire, windstorm, tornado, flood, vandalism or casualty, using all of the proceeds from the insurance policies specified herein to apply toward the cost

of such repair and restoration. During any period in which Lessee is unable to occupy the Leased Premises on account of such damage, the Base Rent due under this Lease for said period shall be abated in proportion to the diminished utility of the Leased Premises.

Alternatively, if as a result of such damage or destruction, part or all of the Leased Premises cannot be utilized for the purposes intended herein, University, at its sole option, may remove that area from the definition of Leased Premises and reduce Base Rent proportionately to the diminished utility of the Leased Premises, provided the remaining area is sufficient for Lessee to conduct meaningful business operations. Otherwise Lessee shall have the right to terminate this Lease.

**11.1 Contamination and Pollution.** Upon commencement of this Lease, Lessee and their employees shall use their best efforts to keep the Leased Premises free from any and all contamination and pollution. Lessee and their employees, contractors and agents shall conform to any and all federal, state or local laws or ordinances concerning the storage, handling, transportation, sale or distribution by Lessee of all hazardous or nonhazardous or toxic substances.

University warrants that to the best of its knowledge there are no underground storage tanks, hazardous wastes or toxic contaminants, or other substances regulated by federal, state, or local laws or regulations, which are located on the Leased Premises, except that it is acknowledged that non-friable asbestos may be present on the Leased Premises. To the extent that said asbestos is found on the Leased Premises, University warrants that it is non-hazardous and requires no removal or remediation. Lessee agrees that it will use its best efforts to not disturb or cause said asbestos to become friable by its activities on Leased Premises unless University specifically and in writing authorizes such activity. University hereby agrees to indemnify and hold Lessee harmless from any and all damages, liabilities or expenses incurred by Lessee to the extent they result from pre-existing conditions which require remediation or result from activities authorized under the Lease and consistent with this paragraph, which include, but is not limited to, alterations by Lessee to the Leased Premises which have received the prior approval of University. Lessee shall indemnify and hold University harmless and shall be responsible for all other remediation or damage, including but not limited to environmental damage, arising out of or caused by the negligence or fault of Lessee in its use of the Leased Premises.

Notwithstanding anything contained herein the contrary, in no event shall lessee be held responsible for any costs, claims or liability whatsoever in connection with any asbestos on the Premises by conducting its normal business activities and janitorial and maintenance services thereon. In the event that the Premises become hazardous through no fault of Lessee, its officers, directors, agents, contractors or employees, then Lessee shall be entitled to an abatement of rent during such period or cancellation of this Lease.

## **ARTICLE XII TAXES, LICENSES AND PERMITS**

**12.0 Taxes.** Lessee shall be responsible for the remission of all taxes - federal, state and local - and all license fees, or any other tax applicable to its operations under this Lease with the University, but is not responsible for the payment of any taxes upon the building or

LSU property.

**12.1 Compliance with Laws.** Lessee will comply with all Federal, State and local laws appertaining to its business operations. Lessee agrees to comply with any and all lawful ordinances and regulations pertaining to the use of the Leased Premises and shall obtain all necessary permits and approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise, and shall pay all fees in connection therewith, as well as any fees imposed by reason of inspection of the Leased Premises, or equipment installed therein, by any governmental authority.

**12.2 Licenses and Permits.** Lessee will secure and pay for all licenses, permits, fees and taxes incidental to its business operations. Lessee shall make available to the University appropriate documentation of all licenses.

### **ARTICLE XIII CONDEMNATION/EXPROPRIATIONS**

**13.0 Condemnation/Expropriations.** If any portion of the Leased Premises is condemned or expropriated partially or totally, to the extent that it cannot be utilized for the purposes intended herein, University, at its sole option, may remove that area from the definition of Leased Premises and reduce base rent proportionately to the diminished utility of the Leased Premises, provided the remaining area is sufficient for Lessee to conduct meaningful business operations. Otherwise, Lessee shall have the right to terminate this lease.

### **ARTICLE XIV TRANSFER, ASSIGNMENT AND SUBLEASE**

**14.0 Transfer, Assignment and Sublease.** Lessee shall not, without prior written consent of University, sublet any part of the Leased Premises or transfer or assign this Lease, or any rights granted herein whether by change of ownership, merger, consolidation, liquidation, or otherwise. In the event that University agrees to an assignment or transfer, the assignee or transferee shall assume and be deemed to have assumed this Lease and all obligations hereunder and shall be solely liable for the payment of all rent and for the due performance of all terms, conditions and agreements herein arising on and after the effective date of the transfer. Lessee shall remain liable for and make or pay any payments due or liabilities to University or to third parties arising prior to the effective date of the transfer, but shall be released from all obligations arising under this Lease after such date.

**14.1 Subcontracting Services.** Lessee shall not, without prior written consent of University, subcontract any or all of the responsibilities and obligations of Lessee under this Lease. University reserves the sole right to reject any and all subcontractors.

### **ARTICLE XV MORTGAGING OF LEASEHOLD ESTATE**

**15.0 Mortgaging of Leasehold Estate.** Lessee shall not mortgage or otherwise encumber its leasehold estate or any interest under this Lease without the prior written consent of University.

## **ARTICLE XVI INDEMNITY**

**16.0 Indemnity.** The following Indemnification Agreement shall be, and is hereby, a provision of this Lease and shall be endorsed by appropriate reference to this provision on, or attached to, all certificates of insurance: Lessee hereby covenants and agrees, at its sole costs and expense during the term of this Agreement, to indemnify, defend and hold harmless the University and the University's officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the Leased Premises or any work done in or about the same, or transactions of the Lessee concerning the Leased Premises and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property, except those claims, demands and/or causes of action to the extent they arise out of the negligence of the Lessor, its employees, agents or contractors. Lessee also covenants and agrees, at its sole costs and expense, to hold harmless the Lessor and its board members, officers, agents and employees from and against all judgments, costs, attorney fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Lessor or against any of its board members, officers, agents or employees, by reason of any such claim, the Lessee upon notice from the Lessor will resist and defend such action or proceeding by qualified counsel acceptable to Lessor.

Lessor agrees to indemnify and defend Lessee from and against any physical damage to tangible property, bodily injury, sickness, death or other claims to the extent caused by the negligent acts, omissions or willful misconduct of University or its agents or employees arising out of this Lease; provided, however, that nothing contained herein shall require University to indemnify for acts or omissions arising out of the negligent acts, omissions, fault or willful misconduct of the Lessee, its agents, officers, employees or invitees.

The University shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Lessee or any of the Lessee's agents, servants, or employees, even if such equipment is owned by University or is furnished by the University to the Lessee. The acceptance or use of any such equipment by the Lessee shall be construed to mean that the Lessee accepts full responsibility for, and agrees to indemnify and to defend the University against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the Lessee or other persons.

## **ARTICLE XVII INDEPENDENT CONTRACTOR STATUS**

**17.0 Independent Contractor Status.** Lessee acknowledges that under this Lease it is an independent contractor and is not operating in any fashion as the agent or partner of the University.

**ARTICLE XVIII  
WARRANTIES AND REPRESENTATIONS**

**18.0 Warranties and Representations.**

(a) Lessee acknowledges that the University has not made and does not hereby make any warranty other than that contained in Section 11.1 as to the condition of the Leased Premises or as to the fitness or security of the Leased Premises for any specific use or any use to which Lessee shall put the Leased Premises.

(b) By execution of this Lease, Lessee and University each represent to each other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the person signing this Lease on their behalf has due authorization to do so.

**ARTICLE XIX  
NOTICES**

**19.0 Notices.** Any notice required or permitted under this Lease shall be deemed to be delivered as of the date delivered in person, when received by telecopy using the telecopy numbers shown herein, if any, or as of the fifth (5th) day following the date of the certified or registered mail receipt, when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties shown below, and refusal to accept delivery of said notice shall be deemed delivery of said notice.

If to LSU:

Board of Supervisors of Louisiana State University  
and Agricultural and Mechanical College  
111B University Administration  
Baton Rouge, Louisiana 70808  
Telephone: 225-578-3386  
Fax: 225-578-5403

If to LSU Auxiliary Services:

Assistant Vice President, Auxiliary Services  
Louisiana State University and Agricultural and Mechanical College  
310 Student Union  
Louisiana State University  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-1650  
Fax: 225-578-4329  
Email: margotc@lsu.edu

If to LSU Procurement:

LSU Procurement Office

213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
Telephone: 225-578-2176  
Fax: 225-578-2292  
Email:

To the Lessee:

**ARTICLE XX  
ATTORNEY'S FEES**

**20.0 Attorney's Fees.** Either party who fails to comply with its obligations under this Lease shall be bound to pay the reasonable attorney's fees of the other party in enforcing such other party's rights.

**ARTICLE XXI  
HOLDING OVER**

**21.0 Holding Over.** At the expiration or cancellation of the Lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence a written agreement to the contrary, such tenancy shall be from month to month only, and subject to all the other terms, conditions and provisions to this Lease.

**ARTICLE XXII  
AMENDMENTS**

**22.0 Amendments.** Any amendments to this Lease shall be executed in writing by the parties hereto and read as a part of the Lease.

**ARTICLE XXIII  
MEMORANDUM OF LEASE**

**23.0 Memorandum of Lease.** The parties will, upon written request by either, agree to enter into a Memorandum of Lease for recordation in the records of East Baton Rouge Parish.

**ARTICLE XXIV  
ENTIRE AGREEMENT**

**24.0 Entire Agreement.** Other than an existing ground lease and the ATM Agreement both on behalf of the Baton Rouge campus and other agreements that Lessee may have with LSU on behalf of units of the LSU System other than the Baton Rouge campus, this Lease represents the entire understanding between the parties and no agreement or representation, verbal or otherwise, made by University or Lessee regarding this transaction shall be binding on either party unless incorporated in this Lease. This Lease shall be construed in accordance with the laws of the State of Louisiana; shall inure to the benefit of and shall be binding upon

each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns; and shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

**ARTICLE XXV  
SEVERABILITY OF PROVISIONS AND VENUE**

**25.0 Severability of Provisions and Venue.** To the extent that any provision hereof is inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provision of this Lease. The State of Louisiana shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Lease.

THUS DONE AND SIGNED by University in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO UNIVERSITY:

**BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE**

\_\_\_\_\_  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

**THUS DONE AND SIGNED** by Lessee in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO LESSEE:

**LESSEE**

\_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_

In accordance with the provisions of La. R.S. 39:13, I acknowledge a receipt of a copy of this Lease for inventory purchases.

**UNIVERSITY'S ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the aforesaid parish and state, personally appeared F. King Alexander, who being by me first duly sworn, did depose and say that he is the President of the **LOUISIANA STATE UNIVERSITY SYSTEM**, and that, in said capacity and on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and by authority of said Board, he signed and executed the above instrument as the free and voluntary act of said Board, for the uses, purposes and consideration therein expressed.

\_\_\_\_\_  
F. King Alexander, President  
Louisiana State University System

SWORN TO AND SUBSCRIBED before me in \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**LESSEE'S ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the aforesaid parish and state, personally appeared \_\_\_\_\_, who being by me first duly sworn, did depose and say that he is the \_\_\_\_\_ of Lessee, and by authority of its Board of Directors, he signed and executed the above instrument as the free and voluntary act of \_\_\_\_\_, for the uses, purposes and consideration therein expressed.

\_\_\_\_\_

SWORN TO AND SUBSCRIBED before me in \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

## EXHIBIT 1 - OFFER COVER SHEET (Required Submittal)

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### SOLICITATION NUMBER #RFQ-000000020

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation for Offers (SFO), including attachments.

**OFFICIAL CONTACT.** The University requires that the Respondent designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: \_\_\_\_\_ Official Contact Name (Print): \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: (\_\_\_\_) \_\_\_\_\_

Respondent certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information that has been provided.

By its submission of this Offer and authorized signature below, Respondent certifies that:

- (1) The information contained in its response to this SFO is accurate;
- (2) Respondent complies with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
- (3) Respondent accepts the procedures, evaluation criteria, Agreement terms and conditions, and all other administrative requirements set forth in this SFO.
- (4) Respondent's quote will be considered valid until award is made;
- (5) Respondent understands that if selected as the Contractor, he/she will have fourteen (14) business days from the date of delivery of Agreement in which to complete negotiations, if any, and execute the final Agreement.
- (6) Having carefully examined the information, specifications, term and conditions, etc., contained in or attached to Solicitation for Offers entitled "Barber/Salon Services Lease Space in LSU Student Union", the undersigned offers the attached Offer for the University's consideration.

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Official Company Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SIGNATURE of Respondent's Authorized Representative:** \_\_\_\_\_  
(Signature **MUST** be **HAND SIGNED** and should be in Blue ink)

Date: \_\_\_\_\_

**Failure to sign this Offer Form will result in the disqualification of the Offer.**

## EXHIBIT 2 – CERTIFICATIONS AND ASSURANCES (Required Submittal)

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the University without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Louisiana whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the University will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the University, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the University the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

*Note: If submitted electronically, include the following:*

*On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.*

---

Signature of Proposer

---

Print Name

---

Title

---

Date

**EXHIBIT 3 - SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY**

STATE OF \_\_\_\_\_  
COUNTY/PARISH OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at a meeting of the Board of Directors of \_\_\_\_\_, a corporation, held in the City of \_\_\_\_\_, State of \_\_\_\_\_, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced corporation do hereby authorize (Name and Title) \_\_\_\_\_

and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Louisiana State University and Agricultural and Mechanical College, with the effective date of \_\_\_\_\_, and to execute said documents on behalf of the corporation, and further, we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of \_\_\_\_\_

HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_.

\_\_\_\_\_  
Secretary