

**STATE OF LOUISIANA
LSU HEALTH SCIENCES CENTER-NEW ORLEANS**

**REQUEST FOR PROPOSALS
FOR
AS NEEDED ENVIRONMENTAL AND INDUSTRIAL HYGIENE CONSULTING**

REQUEST FOR PROPOSAL # ENV-001-2016

PROPOSAL DUE DATE/TIME: OCTOBER 13, 2016 2:00 PM

SEPTEMBER 12, 2016

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1 GENERAL INFORMATION

Purpose

This Request for Proposals (RFP) is issued by LSU Health Sciences Center-New Orleans (herein referred to as the State) for the purpose of providing Environmental and Industrial Hygiene consulting services on an as needed basis.

Background

This RFP contains all the information and forms necessary to complete and submit a proposal. Proposers are encouraged to review the RFP in detail prior to beginning work on their proposal.

1.1 *Scope of Services*

Attachment A details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 *Term of Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **November 1, 2016** and to continue through **October 31, 2017**. The State has the right to contract for up to three years upon approval.

2.2 *Pre-proposal Conference*

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 *Proposer Inquiries*

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Michael Williams, Senior Buyer
LSU Health Sciences Center
433 Bolivar Street, Room 623
New Orleans, LA 70112.
504-568-6261 (phone)
504-717-2901 (fax)
Mwil34@lsuhsc.edu

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 2:00 PM CDT on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by **September 29, 2016** on the LAPAC website (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>).

Only Michael Williams, Senior Buyer, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 **Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.3 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2.5 **Schedule of Events**

<u>Event</u>	<u>Date</u>
Advertise RFP and post on LaPac	September 12, 2016
Deadline for receipt of written inquiries	September 26, 2016
Issue responses to written inquiries	September 29, 2016
Deadline for receipt of proposals	October 13, 2016
Announce award of contractor selection	October 27, 2016
Contract execution	October 31, 2016

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

2.6 *Definitions*

- 1) Contractor: Successful Proposer to whom the contract is awarded
- 2) Proposer: Entity submitting a proposal in response to this Request for Proposal.
- 3) Shall, Must, or Will: Denotes a mandatory requirement.
- 4) Should, Can, or May: Denotes an advisory or permissible action.
- 5) Certified Industrial Hygienist (CIH): Individual accredited by the American Board of Industrial Hygiene
- 6) Louisiana Department of Environmental Quality (LDEQ): Louisiana State environmental agency
- 7) National Institute of Occupational Safety and Health (NIOSH): United States Agency
- 8) American Industrial Hygiene Association (AIHA): International Industrial Hygiene Trade Group
- 9) American Conference of Governmental Industrial Hygienist (ACGIH): Professional association of industrial hygienists
- 10) National Emissions Standard for Hazardous Air Pollutants (NESHAP): Federal EPA air emission standards
- 11) Asbestos Hazard Emergency Reauthorization Act (AHERA)
- 12) Indoor Air/Environmental Quality assessment (IAQ/IEQ)
- 13) Louisiana Environmental Laboratory Accreditation Program (LELAP)
- 14) Occupational Safety & Health Administration (OSHA)
- 15) Certified Industrial Hygienists (CIH)

3 *PROPOSAL INFORMATION*

3.1 *Mandatory Qualifications of Proposer*

Proposers must meet the following qualifications. For each service(s) requested under this RFP, the agency shall use certified, accredited, licensed and/or trained personnel appropriate to perform the specific service(s) requested. Proof of mandatory licenses, certifications and accreditations must be submitted with the proposal as well as stated within each individual resume. All proposals not meeting these qualifications will be eliminated from further consideration. These requirements **cannot** be met by subcontractors.

- i. Proposer must have at least one Certified Industrial Hygienists (CIH) on staff with at least 5 years professional experience as a CIH.

- ii. Proposer must have one or more Louisiana Department of Environmental Quality (LDEQ) Accredited Asbestos Project Designers on staff.
- iii. Proposer must have one or more LDEQ Accredited Asbestos Management Planners on staff.
- iv. Proposer must have one or more LDEQ Accredited Asbestos Inspectors on staff.
- v. Proposer must have one or more LDEQ Accredited Asbestos Contractor/Supervisors on staff.
- vi. Proposer must have one or more National Institute of Occupational Safety & Health (NIOSH) 582 credentialed personnel who are satisfactorily participating in NIOSH/ (American Industrial Hygiene Association (AIHA) Proficiency Testing Programs on staff.

3.2 *Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 *Right to Prohibit Award*

In accordance with the provisions of R.S. 39:2192, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

3.4 *RFP Addenda*

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP 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 proposer to check the website for addenda to the RFP, if any

3.5 *Waiver of Administrative Informalities*

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.6 *Proposal Rejection/RFP Cancellation*

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

3.7 *Withdrawal of Proposal*

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 *Subcontracting Information*

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract. If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.9 *Ownership of Proposal*

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.10 *Proprietary Information*

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

3.11 *Cost of Preparing Proposals*

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.12 *Errors and Omissions in Proposal*

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 *Contract Award and Execution*

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment H. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds (10) business days or if the selected Proposer fails to sign the final contract within (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 *Code of Ethics*

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4 *RESPONSE INSTRUCTIONS*

4.1 *Proposal Submission*

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 2:00 PM CDT on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Michael Williams, Senior Buyer
LSU Health Sciences Center
433 Bolivar Street, Room 623
New Orleans, LA 70112

For courier delivery, the street address is above, and the telephone number is 504-568-6261. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that 3 copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal must contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority must be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

All proposals shall include a completed copy of Attachment B – Required Cost Statement.

Any proposal not meeting the above requirements shall not be considered or evaluated.

4.2 Proposal Format

Proposers should respond to this RFP as outlined herein. Cost information must be provided on the cost statement.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Other Requirements

All proposers shall sign and submit the Certification Statement Attachment C.

In order to enter into the contract, the successful proposer must be registered to do business in the State of Louisiana.

Only the successful proposer shall furnish proof of insurance in compliance with the Insurance Requirements listed in Attachment G.

Only the successful proposer shall sign the Indemnification Agreement Attachment D, the Equal Employment Opportunity Clause Attachment E, and the Affirmative Action Compliance Attachment F.

Any successful proposer not meeting the above requirements shall not be awarded this contract(s).

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment H Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 *Corporate Background and Experience*

- A. List all Environmental and Industrial Hygiene service projects for the last five years that were over \$50,000.
- B. List any state agencies for which previous Environmental and/or Industrial Hygiene service projects were conducted, and include references with names and phone numbers of contact person(s).
- C. Include most recent financial statement.
- D. List all Environmental and Industrial Hygiene capabilities and services provided by the company.
- E. Identify all subsidiaries of the company and list additional business(s) owned by contractor principals/ owners.

5.21 *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs*

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

5.3 Personnel Qualifications

The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. The Proposer should include resumes on key personnel. Note that key personnel of successful Proposer shall not be replaced without the prior written approval of LSUHSC-New Orleans. Such approval shall not be unreasonably withheld.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications/licenses. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5.4 Approach and Methodology

The Proposer shall:

- A. Detail the methodology, timeliness, and efficiency of how specified services will be delivered, including response time from an initial service request(s), the amount of time to write a specification following initial request, contractor response time to emergency request, and means of delivery (phone, email, site visits, etc.).

- B. Detail the methodology and timeliness for sampling and analytical services, including the name of laboratory used for analytical testing, the laboratory location, a listing of analytical services the laboratory provides, all applicable quality control/quality assurance accreditations and the response time to receive lab results back from the laboratory.
- C. Include the following sample documentation/reports:
- Report sample detailing asbestos inspection and sampling for the purposes of meeting EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) and/or Asbestos Hazard Emergency Reauthorization Act (AHERA) regulatory requirements. The report shall include the associated sample analytical results report.
 - Specification sample detailing asbestos remediation project design.
 - Report sample detailing asbestos abatement project compliance monitoring.
 - Report sample detailing an occupational exposure assessment. The report shall include an example of personal exposure monitoring of a chemical, physical or biological agent, excluding asbestos and lead, in which the exposure data is compared to an authoritative, internal, regulatory or working Occupational Exposure Limit for a determination of the acceptability of the exposures. The report shall clearly identify assessment strategy, sample result(s) interpretation relative to appropriate exposure limit standard or guidance, and recommendations for necessary exposure controls.
 - Report sample detailing mold/water damage assessment.
 - Specification sample detailing mold remediation project design. The sample shall include specification of the estimated quantities and locations of materials to be remediated and the proposed remediation methods and clearance criteria.
 - Report sample detailing mold remediation project compliance monitoring.
 - Report sample detailing Indoor Air/Environmental Quality assessment (IAQ/IEQ). This assessment scope must include common negative IAQ/ IEQ pollutant parameters, i.e., dust, fibers, mist, gases and vapors, and HVAC condition and performance. A mold/water damage assessment report does not meet this requirement.

Note: Failure to provide ALL bulleted items listed above shall cause proposal to be rejected.

5.5 *Cost*

The Proposer shall provide a rate for each item listed on Attachment B. Proposer shall use Attachment B to provide pricing. If there is no charge for an item, the Proposer should indicate “no charge” or “zero cost”.

Note: If the proposer believes that additional specific resources (personnel classifications, equipment, or materials) different from those listed on Attachment B will be required to perform the services described in the RFP, they should submit a written inquiry prior to the deadline in Section 2.4 that lists each resource with an explanation for each. LSUHSC-New Orleans will review the request and issue an addendum to the RFP if necessary.

The rate for specification development shall be all-inclusive and shall include a written plan and protocol for the service requested. Each hourly rate shall be all-inclusive; to include labor cost, overhead, direct and indirect expenses. Day rates shall be all-inclusive, to include costs to utilize

the equipment for a minimum of 8 hours as well as any associated energy costs, such as batteries. Each sample rate shall be all-inclusive, to include the cost of taking the sample, materials used in taking the sample, **shipping/transportation cost**, lab analysis, and all written reports associated with the sample.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

6.4 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.5 Oral Presentations/Discussions

NOT APPLICABLE TO THIS SOLICITATION.

6.6 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

SAMPLE:

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Corporate Background and Experience	25
2. Personnel Qualifications	15

3. Approach and Methodology	20
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	30
TOTAL SCORE	100

6.6.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6.2 Cost Evaluation

Cost shall be evaluated by using the following formula:

A = The lowest Grand Total cost of all successful proposals

B = Proposer's Grand Total cost

C = Maximum cost points (30)

$$\frac{A}{B} \times C = \text{proposal cost points (30)}.$$

Grand Total cost shall be determined by multiplying the quoted rate for each item listed in Attachment B by the corresponding estimated frequency (also listed in Attachment B).

6.7 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), selection memorandum along with list of criteria used along

with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer.

Payment to the Contractor shall be in accordance with the specific task order(s) issued by LSU-HSC-New Orleans and based upon written cost estimates agreed to by the parties. The Contractor shall provide invoice(s) to LSUHSC-New Orleans that list the specific, actual charges as set forth in the written estimate of costs for each task order and that correspond to the specific itemized costs set forth in the contract.

Contractor shall provide an invoice within 45 calendar days of services rendered. Generally, invoices shall be paid when all of the deliverables on the task order have been completed and all related reports have been delivered to and accepted by LSUHSC-New Orleans. In cases where the completion of the work specified on the task order cannot be completed in a reasonable period of time, the Contractor may request partial payments. This request must be made when providing the written cost estimate for each specific task order and agreed to by LSUHSC-New Orleans. In such cases, invoices may be submitted not more frequently than monthly. Each invoice shall set forth the actual charges for those deliverables that have been completed, as set forth in the written estimate of costs for each task order and that correspond to the specific itemized costs set forth in the contract.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the

observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of LHS Health Sciences Center-New Orleans.

ATTACHMENT A – SCOPE OF SERVICES

A. Statement of Work

The Contractor shall develop specifications for hazardous material removal, and shall provide environmental sampling/monitoring, occupational exposure monitoring, and Environmental and Industrial Hygiene consulting services. In addition, the Contractor shall provide clean-up consulting services and, in rare cases, emergency response support services following natural or manmade disasters.

The Contractor shall provide plans and protocols for asbestos abatement, mold remediation, and other hazardous material removal. Environmental and Industrial Hygiene monitoring services may be requested for indoor air, outdoor air, water, or occupational environments. Environmental sampling services may be requested for materials suspected of containing asbestos, lead, mold, or other potential hazards. In the rare instance of a natural or manmade disaster, the Contractor shall develop/design clean up procedures for biological, radioactive, and hazardous materials. The Contractor shall provide support during emergency situations, such as a large spill or release, through collecting sample information/data, assisting with regulatory notifications, and compiling and/or reviewing of waste manifest for cleanup and/or disposal.

All services will be requested “as needed”. The Contractor, and all required qualified personnel, shall respond to each LSUHSC Task Order on-site in a timely manner, but no later than seven calendar days. When a Task Order includes a specification for remediation or a report for any type of sampling, the laboratory results and associated analysis must be submitted to LSUHSC in a timely manner, but no later than 14 calendar days from the date of initial site survey/sampling. Project reports shall be submitted to LSUHSC no later than 21 calendar days from the completion of all project field work. In the event emergency services are required, the Contractor shall respond as soon as reasonably possible, but at least within six hours of emergency request. No guarantees shall be made or implied regarding specific use of services provided for under the contract. (Attachment B lists the types of services that could be utilized under this agreement and the approximate frequency for each. These estimates are solely for the purposes of evaluating proposals received and are not guaranteed.)

For each service(s) requested under this contract, the Contractor shall use certified, accredited, licensed and/or trained personnel appropriate to perform the specific service(s) requested and shall be able to provide documentation for the above as well as have included in each staff’s resume proof of said certification. For example, if an asbestos sample is requested to be taken, the contractor must utilize an accredited Asbestos Inspector to perform the job. The contractor will not utilize an over-qualified employee to perform a job which does not require a higher level of expertise. For example, the contractor will not utilize a Certified Industrial Hygienist to take an air sample that can be gathered by technician level personnel. Alternatively, an asbestos inspector should not be the primary support personnel assigned to coordinate the development of an asbestos abatement project design.

The frequency of work requested is anticipated to be:

- 70% Asbestos related
- 15% Other
- 10% Mold related
- 5% Lead/Water/Air Sampling

Services shall be provided to, but shall not be limited to, all LSUHSC – NO properties and campuses.

A1. Asbestos Services

The Contractor shall provide the services of full time, on staff, and Louisiana Department of Environmental Quality accredited asbestos personnel to inspect and manage asbestos on any LSUHSC – NO campus. Services shall include but shall not be limited to the following:

- i. Provide asbestos consulting including inspection, management plans, project design, and project compliance monitoring and documentation.
- ii. Provide project design for asbestos abatement on all campus buildings as requested, and to complete removal of asbestos in multiple sites. Provide cost effective ways to have the abatement done while protecting the owner from potential liability and the public from possible exposure. The design services shall range from asbestos remediation specification development, review of bids and recommendations, as well as project management, through achievement of clearance air sampling following removal of the asbestos.
- iii. Conduct field services inspections, air monitoring and project documentation services. Provide on-site microscopy for the expediting of air monitoring during support of asbestos abatement operations. Contractor must provide support with one or more NIOSH 582 credentialed personnel who are satisfactorily participating in NIOSH/AIHA Proficiency Testing Programs, which can be accomplished through either on-staff or sub-contract personnel. All samples required for submittal to LDEQ shall be analyzed by a Louisiana Environmental Laboratory Accreditation Program (LELAP) accredited laboratory.
- iv. Submit copies of all sampling information to the LSUHSC Project Leader.
- v. Update LSUHSC asbestos management plan as needed or requested by LSUHSC.

A2. Industrial Hygiene Services

The Contractor shall provide the services of a full time, on staff, Certified Industrial Hygienist to identify and evaluate biological, chemical, and physical hazards at the LSUHSC – New Orleans campuses and develop control strategies to ensure compliance with current regulatory requirements. This person will assist the Principal Coordinator in overall management of the service team and review of all assessment reports. Services shall include but shall not be limited to the following:

- i. Develop exposure assessment and sampling strategies and procure applicable sampling media.

- ii. Perform Industrial Hygiene assessment and sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), NIOSH or other applicable regulatory or industry best guidelines.
- iii. Complete exposure sampling/analysis in accordance with ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An AIHA or comparable accredited lab shall complete lab work.
- iv. Produce reports that contain the sampling strategies, equipment used, calibration methods and documentation, chain of custody confirmation, results of the sampling, and appropriate conclusions and recommendations for actions.
- v. Conduct indoor air investigations to identify problems, determine root cause(s) and make recommendations. Testing shall include, but shall not be limited to, VOC's, O2, LEL/UEL, carbon monoxide, formaldehyde, mold/biological, ammonia, etc.

A3. Contractor Management Services

The Contractor shall:

- i. Provide, at a minimum, monthly update reports on all outstanding task orders through submittal to the LSUHSC-New Orleans liaison. The update reports shall, at minimum, provide percent complete, estimated completion date, and next billing cycle for each outstanding task order.
- ii. Provide updates on service projects on an ad hoc basis.

A4. Emergency Response Services

In rare instances, emergency response support staff and services shall be requested of the Contractor in the event of emergency situations such as hazardous material release or spills. The contractor shall respond on-site to a specified site as soon as possible, but at least within six hours of receiving the emergency request. Services shall include but shall not be limited to the following:

- i. Provide support and full time, on staff, qualified (such as CIH) personnel knowledgeable in emergency response anticipation, recognition, evaluation, and control.
- ii. Collect any air, water, or other necessary sampling and provide analysis and recommendations based on collected results.
- iii. Assist with any state, federal, and/or local regulatory notifications and associated paperwork.
- iv. Assist with waste stream services and manifest required for cleanup and/or disposal.

B. Agency liaison personnel

The LSUHSC-New Orleans liaison for the contract shall be Darren Burkett (or his designee).

C. Space, materials, personnel available to the Contractor

LSUHSC-New Orleans will provide the Contractor the necessary access (security, etc.) to the places and locations where the work is to be performed. The Contractor is expected to provide all supplies, equipment and personnel necessary to complete the work contemplated.

D. Documentation, progress reports and final reports required

The Contractor shall provide written reports detailing the results of all consult activities accomplished within the scope of the contract. Project reports shall be submitted to LSUHSC no later than 21 calendar days from the completion of all project field work. Interim reports may be requested by and shall be provided within 21 days of completion of final interim activities.

The Contractor may be asked to offer specific advice and opinions. In such cases, a written summary of the advice, counsel and opinions provided shall be required.

The Contractor shall attend and participate in certain events related to their performance under the contract; i.e. project progress meetings, etc. The Contractor shall provide monthly Task Order updates at a minimum, and as requested.

E. Contractor Utilization & Task Orders

After the contract is awarded and as necessary, the LSUHSC-New Orleans shall issue specific written task orders to the Contractor. Work will not begin without a written LSUHSC-New Orleans approved task order. Verbal task orders may be issued, but shall only be issued by the following individuals: Darren Burkett, Robert Fahey, John Ball, and Rob Parker. Issuance of verbal task orders shall be followed as soon as possible. Any verbal task orders given will be followed up with a written task order containing the details of the verbal request. Each task order shall describe/define the specific body of work that the Contractor shall complete. Task orders may be modified in writing by LSUHSC-New Orleans as necessary to accomplish the specific work required. When a task order is issued to the Contractor, the Contractor shall provide a written cost estimate to perform the job specified (using the detailed, itemized price list incorporated into the contract). The contractor shall not exceed the scope/cost in the task order without prior written approval of LSUHSC-New Orleans. LSUHSC-New Orleans may accept, reject, or negotiate the specific costs listed in the estimate for each task order. The task order shall not be in effect until the scope of the task order and the corresponding written cost estimate are finalized and agreed upon by both parties. LSUHSC-New Orleans shall issue a Notice to Proceed for each specific task order when the parties have agreed to the scope and estimated costs. A sample task order can be found under Attachment I.

ATTACHMENT B- COST STATEMENT

***Note: If there is no charge for any services listed, proposer should indicate ‘no charge’.**

<u>2016 Service</u>	<u>Rate</u>	<u>Estimated Frequency</u>	<u>Extended total</u>
Specification Development	\$_____/specification	10 /year	\$ _____
Principal – Coordinator			
Regular Time (M-F 7am-5pm)	\$_____/hour	120 hours/year	\$ _____
Overtime (outside of regular time, weekends, holidays.)	\$_____/hour	10 hours/year	\$ _____
Certified Industrial Hygienist/Asbestos Project Designer			
Regular Time (M-F 7am-5pm)	\$_____/hour	80 hours/year	\$ _____
Overtime (outside of regular time, weekends, holidays.)	\$_____/hour	10 hours/year	\$ _____
Environmental Scientist/Industrial Hygiene Technician, etc (Asbestos/LBP/IAQ/ IH/ Mold Monitoring)			
Regular Time (M-F 7am-5pm)	\$_____/hour	220 hours/year	\$ _____
Overtime (outside of regular time, weekends, holidays.)	\$_____/hour	100 hours/year	\$ _____
Asbestos Management Planner			
Regular Time (M-F 7am-5pm)	\$_____/hour	25 hours/year	\$ _____
<hr/>			
<u>Service</u>	<u>Rate</u>	<u>Estimated Frequency</u>	<u>Extended total</u>
Asbestos Analytical			
On-site Optical Microscopy (2-4 hour turnaround)	\$_____/sample	100 samples/year	\$ _____
Transmission Electron Microscope			
3-6 hour turn-around	\$_____/sample	50 samples/year	\$ _____
8 hour turn-around	\$_____/sample	10 samples/year	\$ _____
24 hour turn-around	\$_____/sample	5 samples/year	\$ _____
Phase Contrast Microscopy (PCM)			
3-6 hour turn-around	\$_____/sample	20 samples/year	\$ _____
8 hour turn-around	\$_____/sample	10 samples/year	\$ _____
24 hour turn-around	\$_____/sample	5 samples/year	\$ _____

Polarized Light Microscopy Bulk Identification

Standard 3 day turn-around	\$_____/sample	80 samples/year	\$ _____
Rush (24 hour turn-around)	\$_____/sample	20 samples/year	\$ _____

Lead Abatement Analysis/Monitoring

Air (24 hour turn-around)	\$_____/sample	40 samples/year	\$ _____
Paint Samples (3 day turn-around)	\$_____/sample	80 samples/year	\$ _____
Wipe Samples (3 day turn-around)	\$_____/sample	80 samples/year	\$ _____
XRF Instrument	\$_____/sample	40 samples/year	\$ _____

Sample Collection Equipment

Battery operated pumps (5)	\$_____/day	30 days/year	\$ _____
Inorganic Detector	\$_____/day	5 days/year	\$ _____
Photoionization Detector (PID)	\$_____/day	5 days/year	\$ _____

“Mold” Analytical

Tape Lifts (48 hour turn-around)	\$_____/sample	50 samples/year	\$ _____
Air Samples (48 hour turn-around)	\$_____/sample	25 samples/year	\$ _____
Viable (agar plates)7-10 day turn-around	\$_____/sample	25 samples/year	\$ _____

Grand Total

\$ _____

ATTACHMENT C: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT

The State requires that the Proposer 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 (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____)_____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least ninety (90) days from the date of Proposer's signature below;
- (5) Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
- (6) Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, and subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____/_____
SIGNATURE of Proposer's Authorized Representative DATE

ATTACHMENT D - INDEMNIFICATION AGREEMENT

The Selected Provider/Subcontractor agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Selected Provider/Subcontractor, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subcontractor, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/ Subcontractor agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO 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 Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO 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 Selected Provider, other contractors or subcontractors, LSUHSC-NO, or other persons.

Accepted by: Company _____
Name _____
Signature _____
Title _____
Date _____

Is Certificate of Insurance Attached? _____ Yes _____ No

ATTACHMENT E: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (contractor or vendor) agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship
The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7)The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Assurance

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase “segregated facilities” includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract dated between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Vendor

By:

Name and Title

(must be signed by an authorized Executive Official)

Date:

ATTACHMENT F: AFFIRMATIVE ACTION COMPLIANCE

(a) **REQUIREMENTS OF PROGRAMS.** In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subcontractors hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subcontractor's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subcontractors shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subcontractor as the case may be.

(b) **UTILIZATION EVALUATION.** The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) **MAINTENANCE OF PROGRAMS.** Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subcontractor's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

VENDOR:

BY:

(Must be signed by authorized executive official)

TITLE:

DATE:

ATTACHMENT G – INSURANCE REQUIREMENTS

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 Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the University.
- b. The Contractor’s Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Worker’s Compensation and Employers Liability Coverage

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

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the University.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best’s rating of no less than A-:VI. This requirement will be waived for workers’ compensation coverage only for those contractors whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Compensation Assigned Risk Pool.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the University and are to be received and approved by the University before work commences. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

ATTACHMENT H – SAMPLE CONTRACT



Contract

Be it known, that on this _____ day of _____, 20 ____, LSU Health Sciences Center, an agency of the State of Louisiana, and

_____ (Contractor's name and legal address including Zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Term of Contract

This Contract is effective _____ and shall end no later than _____ unless otherwise terminated in accordance with the Termination provisions of this Agreement.

Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LSU Health Sciences Center from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of LSU Health Sciences Center. Contractor will indemnify, defend and hold LSU Health Sciences Center harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against LSU Health Sciences Center in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that LSU Health Sciences Center shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, LSUHSC may require Contractor, at its sole expense, to submit such information and

documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) LSUHSC's unauthorized modification or alteration of a Product, Material or Service; ii) LSUHSC's use of the Service in combination with other products, materials, or services not furnished by Contractor; iii) LSUHSC's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as LSUHSC's exclusive remedy to take action in the following order of precedence: (i) to procure for LSUHSC the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to LSUHSC up to the dollar amount of the Contract. For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being without limitation, and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. LSU Health Sciences Center may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Scope of Services

Contractor hereby agrees to furnish the following services:

Description of specific goals and objectives:

Description and Schedule of Deliverables:

Performance Measures:

Monitoring Plan:

(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein)

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Termination for Cause

LSU Health Sciences Center may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State 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 either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSUHSC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSUHSC to comply with the terms and conditions of this contract; provided that the Contractor shall give LSUHSC written notice specifying the university's failure and a reasonable opportunity for LSUHSC to cure the defect.

Termination for Convenience

LSU Health Sciences Center may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Fiscal Funding

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

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LA - R.S. 39:-1672.2-1672.4.

Ownership

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

Non-assignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Right to Audit

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or federal auditors an internal auditors of the State, or others so designated by the State, shall have the option of auditing all accounts of contractor which directly relate to this contract for a period of five years after project acceptance or as required by applicable State and Federal Law.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disability or age in any matter relating to employment.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Entire Agreement & Order of Precedence

This Contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the

provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED AT New Orleans, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of _____.

WITNESSES SIGNATURES:
SIGNATURE:

LSU HEALTH SCIENCES CENTER

BY: _____

TITLE:

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE

BY: _____

TITLE: _____

ATTACHMENT I – SAMPLE LSUHSC TASK ORDER FORM

Task Order

Task Order Number:

Date:

Project Name & Location:

PO #:

Contractor: Building Name:

Contractor is directed to perform the following task(s) as per below Scope of Work:

Scope of Work:	
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Original Contract Sum (Total contract sum is unchanged by this Task Order)	
Total price of previous Task Order(s)	
Price of this Task Order	
Contract Expiration Date (Expiration Date is unchanged by this Task Order.)	
Expected completion date of this Task Order	

Note: No additional increase in time or money will be considered for a Change Order after the change has been reviewed and ruled on.

Requestor

Approved

Accepted

Requestor's Name:

Approver's Name:

Contractor Representative Name:

Date:

Date: ___

Date: ___