

<b>INVITATION TO BID</b>		<b>BID DUE DATE AND TIME</b>
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>07/16/2020    11:00 AM    CT</b>
<b>SOLICITATION RFQ-0000001213</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div style="border: 1px solid black; height: 100px; width: 100%; 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> Nicole Covarrubias <b>Buyer Phone</b> <b>Buyer Email</b> ncovarrubias1@lsu.edu <b>Issue Date</b> 07/06/2020	
<b>TITLE: LSU RESIDENTIAL LIFE HOUSING RENTAL</b>		
<p style="text-align: center;"><b>To Be Completed By Supplier</b></p> <ol style="list-style-type: none"> <li>1. _____ "No Bid" (sign and return this page only).</li> <li>2. _____ My Company does not wish to receive future solicitations for this spend category.</li> <li>3. Specify your Delivery: To be made within _____ days after receipt of order.</li> <li>4. If applicable, Supplier's Addendum Acknowledgement/Response: As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and _____ submit no alterations/clarifications to our original bid. _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto.</li> </ol> <p style="text-align: center;"><b>General Instructions to Suppliers</b></p> <ol style="list-style-type: none"> <li>1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time.</li> <li>2. Read the entire solicitation, including all terms, conditions and specifications.</li> <li>3. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier.</li> <li>4. Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.</li> <li>5. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.</li> <li>6. By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.</li> </ol>		
<b>SUPPLIER NAME</b>	<b>MAILING ADDRESS</b>	
<b>AUTHORIZED SIGNATURE</b>	<b>CITY, STATE ZIP</b>	
<b>PRINTED NAME</b>	<b>PHONE #</b>	
<b>TITLE</b>	<b>FAX #</b>	
<b>E-MAIL</b>	<b>FEDERAL TAX ID #</b>	

SOLICITATION RFQ-0000001213

DUE DATE 07/16/2020

DUE TIME 11:00:00 AM

These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.

**1. Supplier Enrollment**

Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email [suppliers@lsu.edu](mailto:suppliers@lsu.edu). The supplier enrollment form can be located at: [http://www.lsu.edu/administration/ofa/procurement/supplier\\_registration.php](http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php)

**2. Bid Delivery and Receipt**

Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.

Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.

**3. Bid Forms**

Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.

**4. Interpretation of Solicitation/Supplier Inquiries**

If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.

**5. Bid Addenda**

Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.

**6. Bid Opening**

Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.

**7. Special Accommodations**

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

SOLICITATION RFQ-000001213

DUE DATE 07/16/2020

DUE TIME 11:00:00 AM

**8. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

**9. New Products/Warranty/Patents**

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

**10. Descriptive Information**

Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.

**11. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. LSU Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

**12. Taxes**

Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

**13. Terms and Conditions**

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.

**14. Supplier Forms/LSU Signature Authority**

The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.

The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.

**15. Awards**

Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

SOLICITATION RFQ-000001213

DUE DATE 07/16/2020

DUE TIME 11:00:00 AM

**16. Acceptance of Bid**

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

**17. Applicable Law**

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

**18. Awarded Products/Unauthorized Substitutions**

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

**19. Testing/Rejected Goods**

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

**20. Delivery**

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

**21. Default of Supplier**

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

**22. Supplier Invoices**

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

**23. Delinquent Payment Penalties**

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

**24. Assignment of Contract/Contract Proceeds**

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

**25. Right to Piggyback**

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

**26. Contract Cancellation**

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

**27. Prohibited Contractual Arrangements**

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

SOLICITATION RFQ-000001213

DUE DATE 07/16/2020

DUE TIME 11:00:00 AM

**28. Equal Employment Opportunity Compliance**

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

**29. Mutual Indemnification**

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

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

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

**31. Right to Audit**

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

**32. Diverse Supplier**

(a) Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

(b) In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or supplier under this agreement.

(c) If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list.

(d) To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

**33. Data Privacy**

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the [LSU Privacy Statement](#).

SOLICITATION RFQ-0000001213

DUE DATE 07/16/2020

DUE TIME 11:00:00 AM

1. Due to the COVID-19 emergency, LSU Procurement Services is suspending in-person attendance at public bid openings conducted by LSU Procurement Services.

The LSU campus is closed to non-essential personnel making the receipt of physical bids impossible. Therefore, bids must be submitted electronically to LSU Procurement Services until further notice.

Bids must be emailed to [lsubids@lsu.edu](mailto:lsubids@lsu.edu) (***This email address should be used for bid submissions only***). When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email.

If you have submitted a bid through USPS, FedEx, UPS or another mail carrier, it is your responsibility to send an additional copy electronically. Neither the physical bids nor late bids will be accepted.

Any supplier who would like to view the opening of this bid can access the following link:

[https://lsu.zoom.us/meeting/register/tJAof-CvqzkrHda4b7zjJ66qPM9V5o5rH22J](https://lsu.zoom.us/j/950559222)

The link will be live at 11:00 AM CST on the date of bid opening and will provide live audio and video access to this bid opening. Bid opening will begin at 11:10 AM CST to allow for all attendees to get logged in and signed in.

2. The performance of the Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of LSU – such as acts of God, war, government regulations/shutdowns, pandemics, disaster, strikes, civil disorder ,or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for LSU to perform/fulfill.

The ability to terminate this Agreement without liability and to be released of obligations pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical.

3. Any Sublease shall survive the provisions of the Rental Agreement.

4. Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College as an additional insured on all liability policies.

## Master Lease Specifications

### 1. Lease/Purpose.

- a. Louisiana State University, Department of Residential Life (LSU), known as the leasee, desires to rent a contiguous block(s) of apartment units for the purpose of sub leasing bed accommodations within such Units to LSU students, known as the sublessee.
- b. Property should be within one quarter of a mile of to the main campus and less than 5 minutes walking distance **or** on the Tiger Trails bus route.
- c. LSU is interested in the following Unit Mix types:

#### Studio

- 1 bedroom/1 bathroom
- 2 bedroom/2 bathroom
- 3 bedroom/3 bathroom
- 4 bedroom/4 bathroom
- 5 bedroom/5 bathroom

*Selected Supplier may provide all or some of the above Unite Mix types.*

### 2. Obligations of Lessor.

- a. Lessor further covenants and agrees to maintain the Subleased units in a first-rate manner commensurate with the standard of maintenance applied by Lessor to apartment units on Lessor's Properties that are not subject to this Lease and to maintain all common areas in building interiors, parking lots, and exterior grounds with the same standard of maintenance and in the same general condition as exists on the date of this Lease, excepting ordinary wear and tear and casualty damages, unless, and to the extent, covered by insurance proceeds. Subject to the foregoing, Lessor shall:
  - i. Keep the structure of the buildings sound and in compliance with applicable codes.
  - ii. Remove trash, debris, snow and ice from common areas
  - iii. Lessee shall require Sublessees to promptly notify Lessor's designated manager in the event any damage occurs to a Leased Unit, building, common area, or a third parties' property, or if any maintenance item subject to Lessor's obligations requires maintenance.
- b. Lessor is to provide University designated personnel with access to the floors of the facility on which the Units are located for the purposes of conducting inspections and providing University Services.
- c. Upon reasonable request, Lessor shall also provide the University Department of Residential Life with access to Facility surveillance cameras and/or digital video recorders (if available) for investigative and other related purposes.
- d. Any entries upon the facility by University personnel, and University's use of any keys or access shall be in accordance with Lessor's safety and security guidelines.
- e. The Sublessee shall be solely responsible for any loss, damage, cost, expense, claim or expense arising from or in connection with any entry upon the facility, or any part thereof, or use of any keys, by the Sublessee. LSU will be held harmless for Sublessee's actions.
- f. Should LSU return a unit unrented and the Lessor is able to rent said unit, LSU will receive a credit for rent assigned to the unit.

## Master Lease Specifications

### 3. Term.

- a. The term of this Lease will commence on August 1, 2020 and end June 1, 2021 or coincide with LSU's academic year.
- b. This Lease shall have retroactive effect with respect to any early move-ins and shall survive with respect to any permitted late move-outs until the date of the last move-out.
- c. 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.
- d. Lessee shall pay Lessor the rent for the Subleased units in advance, on or before the first day of each month or two payments submitted by October 1, 2020 and March 1, 2021.
- e. It is the Lessor's responsibility to submit to the Lessee a properly itemized invoice at least 15 days prior to each payment due date.

### 4. Subleases.

- a. Any and all subleases shall be in accordance with LSU's Housing Contract (Sublease-Attachment A) and any amendments. All Subleases shall adhere to and incorporate by reference therein, the terms and conditions of the Code of Student Conduct and all rules and policies of the Department of Residential Life and LSU, as may be amended or revised by University, Lessor's Community Rules, and Lessor's Safety Guidelines, which Lessor shall be entitled to enforce.
- b. Housing Contracts with the Sublessee will be managed by LSU Department of Residential Life and all room assignments to leased space will be made by LSU.
- c. Lessor and Lessee agree that the Subleases shall reflect the intended non-permanent nature of the rental by Sublessees. Lessor will reasonably cooperate in good faith and assist Lessee with enforcement of the aforementioned conduct rules and regulations incorporated by reference in the Subleases.

### 5. Management/Operations/Damages.

- a. Lessors who are awarded must agree to enforcement of the Terms and Conditions contained in the LSU Housing Contract (Attachment A) and any amendments.
- b. Lessor shall continue its management and operation duties at Lessor's cost, save and except that Lessee shall be solely responsible for all subleasing activities, enforcement of all Subleases and the management and overseeing of all subleases and their behavior.
- c. Lessor will make available to the LSU Sublessees of the facility the same amenities that Lessor customarily makes available to all other Sublessees of the Facility, along with any additional amenities required by this Lease. Lessor will provide LSU with office hours and on-call contact information for after-hours.
- d. Lessor will notify Lessee of any disciplinary or conduct problems of a serious nature involving Sublessees relating to this Lease of which Lessor becomes aware. Lessee's contact for purposes of responding to and dealing with The University's Department of Residential Life, disciplinary and conduct issues is as follows:

Kara Helgeson

## Master Lease Specifications

Assistant Director for Conduct Advocacy & Policy  
Department of Residential Life  
Louisiana State University  
Baton Rouge, LA 70803  
Telephone: 225-578-3730

- e. After consultation with the Lessee, Lessor may request Lessee's removal of any Sublessee who does not adhere and incorporate by reference therein, the terms and conditions of the Code of Student Conduct and all rules and policies of the Department of Residential Life and LSU, as may be amended or revised by University, Lessor's Community Rules, and Lessor's Safety Guidelines, which Lessor shall be entitled to enforce.
  - i. University's Department of Residential Life may address conduct issues. If the sublessee is found to be responsible for any violation which warrants the removal of the Sublessee from the applicable Unit, he or she will be given a reasonable period of time to vacate the Unit unless he/she is determined by University's Department of Residential Life to be a safety risk or disruptive to others or the community, at which time he/she may be removed immediately.
- f. Lessee and Lessor's Staff will jointly inspect the Units periodically during the Term of this Lease, including at a time designated by Lessor before move-in to document pre-move-in conditions. Lessee and Manager or Lessor's designee will also jointly inspect the Units at a time designated by Lessor after move-out (at the time set forth below) to determine any billable damages. The Department of Residential Life's Assistant will also schedule and complete a check out inspection with each sublessee.
  - i. Billable damages shall not include reasonable wear and tear, or material damages caused by fire or other casualty caused by a sub lessee to the extent covered by Lessor's insurance required under this Lease. Reasonable wear and tear shall include routine cleaning and repainting only at the end of the Term.
  - ii. Sublessee shall owe and pay to Lessor an amount for the cost of excessive cleaning, the cost of repair and/or replacement by Lessor of any damage to the Units caused by any Sublessee or his/her guest or invitee (reasonable wear and tear excluded), and a fee for replacement by Lessor of each key or electronic card lost by a sub lessee.
  - iii. Itemization of Damages. No later than fifteen (15) days after Lessee notifies Lessor that a leased space is vacant and ready for inspection, Lessor shall provide to Lessee an itemization of any damages for reasonable repair costs resulting from the failure of a Sublessee(s) to maintain the leased space or common areas in a condition as good as when first occupied, casualty loss or normal wear and tear excepted. If Lessor fails to timely provide to Lessee the itemization, Lessee shall have no further obligation to Lessor for damages or other repairs costs to the Leased Unit(s) that was (were) the subject of Lessee's notice. Lessee will require Sublessee to pay Lessor directly for any damages. Sublessee will be required to dispute any cost or item by notifying Lessor within fifteen (15) days of receipt of the itemization. The parties hereto agree to attempt to amicably resolve any disputes within thirty {30} days of the date of



## Master Lease Specifications

usage); (iii) mail service through mail boxes; (iv) emergency maintenance service available 24 hours a day; and (v) lock out services .

- b. LSU shall provide a Sublessee Assistant on an approximate ratio of 1:50 Sublessees to support and engage with the LSU Sublessees. The desire is for a one bedroom/one-bathroom apartment in each community for the Sublessee Assistant, if feasible with community layout.
  - c. LSU shall be responsible for all Unit assignments and will keep Lessor reasonably apprised and updated of the same. Lessor will not reassign Sublessees without the written consent of Lessee, which consent shall not be unreasonably withheld. The parties hereto agree that Lessee may not assign anyone other than a Sublessee an Accommodation in a Unit.
9. Move-In/Move-Out.
- a. Unit turn and make ready activities will be performed by Lessor on all vacant bed accommodations between August 1, 2020 and August 15, 2020. Secondary turn services may be performed with not less than seven (7) days prior written notice from Lessee to Lessor of the identity of the applicable bed accommodations and with Lessor having seven (7) days following receipt of such notice in which to perform such turn and make ready activities. All Units shall be made available to Lessee by August 15, 2020. Early move-in times will be arranged between the parties within a reasonable enough time in advance of any move-ins. The parties will work together to coordinate early move-in to satisfy the housing needs of incoming staff and students. Move-in and move-out of Sublessees will continue through May 31, 2021 (and during any Holdover Period). The Units in the Facility shall be included in any move in services that Lessor arranges for its other Sublessees in the Facility. The daily move-out times will be scheduled with the Sublessee, Lessee, and Lessor with enough time in advance of any move-outs.

### Submittals

- a. Each Supplier will complete a Unit Mix and Rate spreadsheet (Attachment B).
- b. Copy of facilities community rules and regulations and/or safety guidelines.

### Method of Award

Lessors who meet the requirements will be awarded. It is the intent of the University to award to multiple suppliers.

- a. At LSU's discretion and prior to award, LSU may require a tour of the facility which may become a condition of award.

# "Attachment A"



## Louisiana State University Department of Residential Life Housing Contract

1. **ACCEPTANCE OF CONTRACT:** Provide your signature, age, and date in the designated blanks at the end of this contract. If you are less than 18 years of age, your parent or guardian must also sign and date the form. By signing this contract, you are agreeing to the terms and conditions set forth below.
2. **DEFINITION OF TERMS:**
  - a. This contract governs all residence halls, East/West Campus Apartments and Nicholson Gateway Apartments.
  - b. The term "residence halls," "building" or "room" applies to East/West Campus Apartments and Nicholson Gateway Apartments as well.
  - c. The term "Academic Year" is based on the LSU regular academic calendar published in the LSU General Catalog.
3. **CONTRACT PERIOD AND ELIGIBILITY**
  - a. You must be a full-time LSU student or participant in an LSU approved program to live in an LSU residence hall for both fall and spring semesters. Dropping to part-time status after a semester starts, however, shall not terminate this contract. If space is available, Residential Life at its sole discretion may permit a part-time LSU student to live in a residence hall.
  - b. Length of Contract:
    - i. Students living in residence halls, except East and West Campus Apartments and Nicholson Gateway Apartments, have a 9 month contract. Residence halls will close for the break between the fall and spring semesters when classes are not in session. LSU does not guarantee temporary or interim housing during breaks between semesters for students in residence halls closed during these periods.
    - ii. Students living in East Campus Apartments have a 9 month contract and may remain between the fall and spring semesters when classes are not in session. East Campus Apartments will close 24 hours after spring finals conclude; graduating students requiring housing until Commencement will be required to relocate. Students requiring summer school housing will be required to relocate out of East Campus Apartments.
    - iii. Students living in West Campus Apartments have a 9 month contract and may remain between the fall and spring semesters when classes are not in session. Students in West Campus Apartments registered for summer classes may extend their contract to 12 months, LSU does not guarantee summer placement in the student's same spring or fall apartment.
    - iv. Students living in Nicholson Gateway Apartments have the option of a 10 month or 12 month contract. A 12 month contract is available at the time of contract or a student may opt-in at a later date. Registration for summer classes is not required to occupy a Nicholson Gateway Apartment during summer months; however, a student must be a current Nicholson Gateway Apartment spring resident or have a future fall reservation in Nicholson Gateway Apartments to be eligible for housing during summer months. Students wishing to live in Nicholson Gateway Apartments for summer only must be registered for summer school classes .
  - c. Occupancy Dates:
    - i. Residence halls typically open in August the week before classes start and close on the last day of finals for each semester.
    - ii. East and West Campus Apartments typically open the week before classes start and close the last day of spring finals. Exception: Special condition apartments in WCA that have a later move-in date than the remainder of WCA. Students in special condition apartments are notified of restriction at the time room assignment is made.
    - iii. Nicholson Gateway Apartments open the week before classes and close on May 31. Dates of summer occupancy are June 1 to July 31. Any student not enrolled in spring classes must vacate by the last day of finals for fall semester. Graduating seniors must vacate no later than the next business day after fall graduation.
  - d. If your academic program operates on a different calendar from that of the regular Baton Rouge campus (such as programs offered through the Paul M. Hebert Law Center), be aware that East Campus Apartments and the residence halls (excluding West Campus and Nicholson Gateway Apartments) may be closed during some periods in which your academic program operates.
  - e. Moving out of the residence halls before the end of spring semester is a violation of this contract, and you shall pay charges and penalties as outlined in section 7 below.

#### 4. ASSIGNMENTS

- a. **Assignment and Sublease:** This contract is for space within the residence hall system and not for a specific building or room. Assignment and/or subleasing is prohibited. No provision of this contract shall be transferred or assigned. LSU reserves the right to reassign you to a different room or building.
- b. **Room Changes:** If for any reason you are required or allowed to move to a different residence hall room, you will be charged or refunded the difference between the two rates (prorated for the remainder of the term). If for any reason you are required or allowed to move to an Edward Gay apartment as the renting student, the remaining prorated portion of your residence hall rent will be credited toward your apartment rent. If for any reason you are required or allowed to move to an Edward Gay apartment but not as the renting student, charges related to the contract fee, advance rent and rent shall be as outlined in paragraphs 6 and 7 below.
- c. **Partial Occupancy:** Residence hall rental rates are based on your room being occupied at its normal capacity. During fall and spring semesters, if your room becomes occupied at less than normal capacity, you may be contacted by Residential Life to exercise one of the following choices:
  - i. Pay the additional rent for a private room.
  - ii. Request assignment to another room or to pull in a desired roommate into the unoccupied space.
  - iii. Identify that you are willing to accept a roommate at any time as directed by Residential Life, which includes leaving the open space available for move-in at all times.
- d. **Ineligible Occupants:** Rooms may only be occupied by residents assigned by Residential Life. If you allow anyone else to move into or stay in your apartment, suite, or room, you may be removed from campus housing. Overnight guests are permitted in residence halls but are subject to the conditions and approval process outlined in the *Living on Campus Handbook*.
- e. **Online Renewal:** You may be given the opportunity to renew this contract via the Internet to live in the residence halls, East or West Campus Apartments or Nicholson Gateway Apartments. If you choose to renew online, you will be bound by and subject to all the terms and conditions of this contract and any additions, deletions, or modifications contained in the online version that you accept, authorize, or agree to electronically in the manner prescribed online in lieu of a handwritten signature. A non-refundable \$250 advance rent payment is required for renewals.
- f. **Housing Cancellation/Withdrawal:** You must submit any housing cancellation at [lsu.edu/cancelhousing](http://lsu.edu/cancelhousing). Charges for cancellation/withdrawal and any refund shall be determined as outlined in sections 6 and 7 below.
- g. **Room assignments and inspections:** LSU reserves all rights in connection with assignment of rooms. LSU shall have the right to inspect rooms.

#### 5. RENTAL RATES:

- a. Rental rates will be as established and published by the Department of Residential Life both on its website and at the Department of Residential Life, located in 99 Grace King Hall, Baton Rouge, Louisiana 70803.
- b. Payment shall be made or deferred no later than the first day of class for the fall, spring and summer semesters, respectively.
- c. All utilities (electricity, water, sewer and waste disposal), basic cable service and both wired and wireless high-speed internet service are included in all rooms. Additional cable services are obtained by contacting Cox Communications.
- d. If you do not select a space on campus by July 1, you will be responsible for 100% of the lowest two-person priced room offered. Upon assignment to a space, your rent will be changed to the space assigned.
- e. Rental rates are subject to change at the beginning of any academic term.

#### 6. CONTRACT PROCESSING FEE/ADVANCE RENT:

- a. New contracts: A \$75.00 non-refundable contract processing fee shall be paid to the university when a new contract is submitted.
- b. Renewed contracts: A \$250.00 advance rent payment shall be paid to the university when a contract is renewed. Cancellation at any time after renewal forfeits entire advance rent payment. The advanced rent payment will be applied to the rent obligation as accrued.

#### 7. REFUNDS/FEES/PENALTIES/WITHDRAWALS/CANCELLATIONS:

If you cancel your housing assignment or withdraw your housing contract, you will be charged or refunded rent as follows:

- a. Cancellations received after June 15 but before July 1: a \$250 cancellation fee will be applied.
- b. Cancellations received after June 30 but before fall classes begin: a \$500 rent penalty will be applied.
- c. Cancellations received on or after classes begin for the fall semester but during the fall semester:
  - i. If you resign from LSU, you are responsible for 25 percent of the remaining rent for your room for the fall semester and will be charged a rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for the spring semester will be reversed.
  - ii. If you move out without resigning from LSU and are exempted from the First-year Housing Expectation, you are responsible for 75 percent of your assigned rent and will be charged the rent penalty for the spring

semester (75 percent of your assigned rent) . After the 14th class day for the spring semester, if you have not registered for classes at LSU, the spring rent penalty will be reversed.

- iii. If you move out without resigning from LSU and are a freshman not exempted from the First-year Housing Expectation for the fall semester or an upperclassman student, you are responsible for 100 percent of the lowest two-person priced room for the fall semester. After the 14<sup>th</sup> class day of the spring semester if you are registered for classes at LSU and are not exempted from the First- year Housing Expectation, you are responsible for 100 percent of the lowest two-person priced room for the spring semester.
- iv. If you apply for housing and do not check in (no show) and are not registered for classes at LSU, a \$500 rent penalty will be applied and you will be charged a rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for the spring semester will be reversed.
- v. If you apply for housing and do not check in (no show) and are registered for classes at LSU, you are responsible for 100 percent of the fall assigned rent and will be charged a rent penalty for the spring semester (75 percent of your assigned rent). After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for the spring semester will be reversed.
- d. If you graduate in the fall semester or are academically ineligible to return for the spring semester, you will not be charged the rent penalty or rent for the spring semester.
- e. If you lived in a residence hall for the fall and are eligible to return to LSU but do not live in a residence hall for the spring semester, you will be charged the rent penalty (75 percent of your assigned rent) for the spring. After the 14th class day of the spring semester, if you have not registered for classes at LSU, the rent penalty for spring will be reversed.
- f. If you did not live in a residence hall for the fall semester and cancel a housing contract before classes begin for the spring, your spring rent will be refunded.
- g. Cancellations received on or after classes begin for spring or summer, but during the spring or summer semester:
  - i. If you resign from LSU, you are responsible for 25 percent of the remaining rent for your room for spring or summer.
  - ii. If you move out without resigning from LSU, you are responsible for 75 percent of the remaining spring or summer assigned rent.
  - iii. If you are a new applicant for housing and do not check in (no show) and are not registered for classes at LSU, a \$500 rent penalty will be applied .
  - iv. If you are a new applicant for housing and do not check in (no show) and are registered for classes at LSU, you are responsible for 100 percent of the spring or summer assigned rent.
- i. If you are required to move out of the residence halls as a result of disciplinary action, your charges will be calculated as in 7.c. or 7.g. above.
- j. If you are required to move out of the residence halls for the convenience of the university, you will be refunded all of the remaining prepaid rent for the agreement term.
- k. If you select the 12 month option for Nicholson Gateway Apartments and cancel before the summer semester, you will be charged the summer rent penalty (75 percent of your assigned summer rent).
- l. If you select the 12 month option for Nicholson Gateway Apartments and elect to reduce the terms of the agreement from 12 to 10 months, you will be charged the summer rent penalty (75 percent of your assigned summer rent).

## 8. CONDUCT:

- a. You shall abide by the terms and conditions of the *Code of Student Conduct* and all rules and policies of the Department of Residential Life and LSU.
- b. **Termination of Contract:** LSU, at its sole option, may terminate this contract for violation of the terms and conditions of this contract or for any violation of LSU policies, regulations, *Living on Campus Handbook*, the law or the *Code of Student Conduct*. Failure to strictly or promptly enforce any of the terms and conditions of this contract by LSU shall not operate as a waiver of any of LSU's rights as provided herein. You must advise LSU Residential Life immediately if you are arrested for, convicted of, or plead guilty to a crime other than a minor traffic offense or if any such criminal action is pending or expected to be brought against you. LSU, at its sole option, may terminate this contract if you complete, withdraw, or are removed from the approved LSU program which enables you to live in LSU housing.
- c. **Safety Hazard:** LSU, at its sole discretion, may terminate this contract without prior notice if it reasonably believes that your continued occupancy presents a safety hazard to yourself or others or that it is detrimental or disruptive to others.
- d. **Tobacco Free:** The use and possession of tobacco and tobacco products is prohibited on campus. All halls and apartments are tobacco free. Use of any tobacco product or electronic cigarette is not permitted inside any residence hall and apartment rooms, lobbies, hallways, bathrooms, or any other area inside or around the building.
- e. **Prohibited Items:** Pets, guns (including but not limited to firearms, BB guns, pellet guns, air pistols, and paint guns), ammunition (including spent shell casings), explosives, and illegal drugs are not allowed in LSU residence halls and/or

apartments under any circumstances. Any violation of this provision may result in immediate termination of this contract, and you shall not be entitled to any refund for rent or advance rent or contract fee.

f. **Alcoholic beverages:** Possession and consumption of alcoholic beverages in LSU residence halls shall be in accordance with Residential Life, LSU, state, and federal regulations, statutes, and policies.

9. **LIABILITY FOR DAMAGES OR LOSS:** You are liable and shall pay for any damage you or your guests cause to university property. You may also be held liable for and shall pay a share of damages to your residence hall. You are responsible for securing your personal property and your room at all times. LSU assumes no responsibility and shall not be liable for any loss of or damage to your personal property and you agree to hold LSU harmless for any such loss or damage.

10. **EQUIPMENT MALFUNCTIONS:** In the event of a malfunction of mechanical equipment in your residence hall, university personnel shall make every effort to restore operations quickly. Refunds of rent are not made for suspension of services caused by equipment malfunctions. If suspension of service is prolonged, Residential Life at its sole option reserves the right to terminate this contract and refund the remaining part of the semester rent. If a particular malfunction continues for more than 10 days, you have the option to request to be moved to another room and you will be reassigned, provided space is available. In that case, if you exercise the option to request assignment to another residence hall, you shall be charged or refunded any difference in rates. Failure of facilities systems does not constitute automatic termination of contract.

11. **VACATING PREMISES:**

- a. Upon expiration or termination of this contract, you agree to vacate the premises, as instructed, upon notice of same, removing all personal items and refuse and leaving the premises clean and in good condition, normal wear accepted.
- b. If you fail to follow the proper procedure to check out of your room, you will be assessed a service charge of \$50. In addition, if you fail to check out by the date and time announced for the closing of your hall or the end of your occupancy period, you will be assessed an additional service charge of \$25 for each hour or portion thereof from that announced time until the time you complete a proper checkout. This is in addition to any other damage charges or service fees for which you may be liable. Any items left in your room after checkout will be disposed of and will subject you to a \$300 item removal and disposal charge.
- c. Upon termination of this Agreement, all personal property and refuse belonging to you or others must be removed from LSU property. If you fail to do so, you will be charged \$300 for removal and disposal of any such property or refuse.

12. **PROPERTY:** You hereby agree to hold the university, its agents, employees and contractors harmless for any loss or damage of personal property remaining on LSU property after termination of this contract. Further, you agree to indemnify and defend the university, its agents, employees and contractors as to any suits, claims, or demands alleging loss or damage of property of others that was left in your room or apartment or in your possession, custody, or control.

13. **PHOTO/VIDEO DISCLOSURE & RELEASE:** Residential Life has the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of university related photographs or videotaped images taken in public spaces of on-campus housing residents, visitors and guests for use in connection with the activities of the university and Residential Life or for promoting, publicizing, or explaining the university and Residential Life. Residential Life and the Division of Strategic Communications is relinquished from and given all rights, title, and interest a subject may have in the finished photographs, print pieces, electronic versions, videotapes and/or sound recordings for the purpose and promotion of Louisiana State University by the LSU Division of Strategic Communications and/or the Department of Residential Life.

**STUDENT NAME (PRINT):** \_\_\_\_\_

**STUDENT ID NUMBER:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I agree to abide by the contract terms listed above.

\_\_\_\_\_  
**STUDENT SIGNATURE**

\_\_\_\_\_  
**AGE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PARENT/GUARDIAN SIGNATURE**

\_\_\_\_\_  
**DATE**

(If applicant is under 18 years of age)

**ACCEPTANCE BY LSU.**

This contract is accepted by LSU, Department of Residential Life, by signature of a duly authorized representative below.

\_\_\_\_\_  
**Steven D. Waller, Assistant Vice President, Residential Life**



Louisiana State University
Department of Residential Life
Housing Contract
Addenda A

This Addendum governs facilities leased by LSU for use as student housing and supplements the existing Department of Residential Life Housing Contract. Leased facilities are governed by a Master Rental agreement between Louisiana State University, Department of Residential Life (LSU), known as Lessee, and [Supplier], known as Lessor for private apartment units subleased through LSU to one or more LSU students, each known as the Sublessee.

- 1. ACCEPTANCE OF ADDENDUM: Provide your signature, age, and date in the designated blanks at the end of this Addendum. If you are less than 18 years of age, your parent or guardian must also sign and date the form. By signing this contract, you are agreeing to the terms and conditions set forth below.
2. DEFINITION OF TERMS:
a. This addendum governs facilities leased by LSU for use as student housing.
b. The term "residence halls," "building" or "room" also apply to leased facilities.
3. CONTRACT PERIOD AND ELIGIBILITY:
b. Length of Contract:
v. Sublessees living in Lessor facilities have a 10 month contract and may remain between the fall and spring semesters when classes are not in session. Students requiring summer school housing will be required to relocate to West Campus Apartments or Nicholson Gateway Apartments.
c. Occupancy Dates:
iv. Lessor facilities open the week before classes and close on May 31. Any Sublessee not enrolled in spring classes must vacate by the last day of finals for fall semester. Graduating seniors must vacate no later than the next business day after fall graduation.
8. CONDUCT:
a. Sublessee shall abide by the terms and conditions of the Code of Student Conduct, all rules and policies of the Department of Residential Life, LSU, lessors Community Rules, and lessor's Safety Guidelines.
9. LIABILITY FOR DAMAGES OR LOSS: Sublessee is liable and shall pay to lessor for the cost of excessive cleaning, any damage Sublessee or guests cause to Lessor's property, and a fee for replacement of each key or electronic card lost by a sublessee. Sublessee may also be held liable for and shall pay a share of damages to Lessor property. You are responsible for securing your personal property and your room at all times. LSU and Lessor assumes no responsibility and shall not be liable for any loss of or damage to sublessee personal property and Sublessee agrees to hold LSU and Lessor harmless for any such loss or damage.

Accepted:

STUDENT NAME (PRINT): \_\_\_\_\_ STUDENT ID NUMBER: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

STUDENT SIGNATURE AGE DATE PARENT/GUARDIAN SIGNATURE DATE (If applicant is under 18 years of age)



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



## INSURANCE

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

### Workers' Compensation

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

### Commercial General Liability (CGL)

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

### Automobile Liability

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

### Excess Insurance

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

## Other Insurance Requirements

### *Additional Insured Status*

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

### *Waiver of Subrogation/Recovery*

All insurances shall include a waiver of subrogation/recovery in favor of the University.

### *Primary Coverage and Limits of Insurance*

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

### *Subcontractors*

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

### *Deductibles and Self-Insured Retentions*

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

### *Acceptability of Insurers*

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

### *Verification of Coverage*

The University shall be listed as Additional Insured and Certificate Holder as follows:

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

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

### *Special Risks or Circumstances*

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

### Property Insurance

Property insurance in amounts sufficient to cover the Lessor's premises against all risk including (flood, wind, and earthquake).