

SOLICITATION FOR OFFER		BID DUE DATE AND TIME		
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		09/15/2020	02:00 PM	CT

SOLICITATION RFQ-0000001233 SUPPLIER # SUPPLIER NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Cynthia S Winey Buyer Phone +1 (225) 578-1053 Buyer Email cwiney@lsu.edu Issue Date 08/10/2020
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TITLE: Selling Crash Reports Online

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

**SOLICITATION FOR OFFERS
SELLING CRASH REPORTS ONLINE**

SOLICITATION # RFQ0000001233

OFFER DUE DATE/TIME

9/15/2020 2:00 PM CST

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SOLICITATION FOR OFFERS FOR

SELLING CRASH REPORTS ONLINE

SECTION I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 University Information

Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the “University” or “LSU”) is the state’s comprehensive research university. The University is classified by the Carnegie Foundation as a Doctorate-granting university, with very high research activity -- one of only 27 public and 23 private universities in the nation. The University’s instructional programs include 194 undergraduate and graduate/professional degrees. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC) to award bachelors, masters, doctoral, and professional degrees.

As the premier university of the state, the mission of the University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts for the benefit of the people of the state, the nation, and the global community. The University offers challenging undergraduate, graduate, and professional education programs for outstanding students from Louisiana, the nation, and other countries. The University’s libraries and museums preserve the rich cultural heritage of the state, and scholars and artists at the University contribute to the literature, history, science, technology, and arts of our culturally diverse community.

The student body consists of over 30,000 students from 50 states and more than 110 foreign countries. The University employs approximately 5,000 faculty and staff. LSU Alumni total more than 200,000. The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. The campus is bordered on the west by the Mississippi River. The University’s more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

1.1.1 Purpose

The purpose of this Solicitation for Offers (SFO) is to obtain competitive Offers as allowed by the Higher Education Procurement Code (LAC 34:XIII.501.A.2), from bona fide, qualified Respondents who are interested in providing a user friendly website designed to sell crash reports on behalf of law enforcement agencies in the state. The website will assist the general public in purchasing a copy of their crash report without having to travel to the appropriate law enforcement agency.

1.1.2 Goals and Objectives

The Center of Analytics & Research in Transportation and Safety (hereafter referred to as “CARTS” is grant funded by the Louisiana Department of Transportation and Development to collect, maintain, analyze, and report crash data captured from law enforcement agencies throughout the state. While CARTS does maintain the crash data, it is not permitted to sell crash reports. In the state of Louisiana, only the law enforcement agency that created the crash report has the authority to sell that report. The purpose of this SFO is to provide a statewide service where any agency wishing to participate would have their reports available for sale through one statewide central website.

The Supplier will work with each agency to have a standard MOU whereby the agency sets their report price, establishes their purchasing criteria, and grants the Supplier the authority to sell crash reports on their behalf. The Supplier will handle all credit card information and transactions. The vendor will supply CARTS with the signed MOU from each agency stating LSU has the right to assist the Supplier with selling the crash reports online. CARTS's responsibility will be to electronically supply the Supplier with a feed of very limited data points and then an electronic copy of any crash report once the credit card transaction has been approved.

1.2 Definitions

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

Aggrieved Party: a person who files a written protest in connection with the solicitation or award or the issuance of a written Notice of Intent to Award a contract under the Higher Education Procurement Code and has or may have a pecuniary or other property interest in the award of the contract.

Award: The acceptance of a bid or Offer; the presentation of a purchase agreement or contract to a Supplier.

Best and Final Offer (BAFO): In a competitive negotiation, the final Offer submitted by a respondent after negotiations have been completed and which contains the respondent's most favorable terms in response to the solicitation.

Campus: Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College located in Baton Rouge.

Chief Procurement Officer (CPO): As used in this SFO is the Assistant Vice President for Procurement and Property Management for LSU.

Discussions: For the purposes of this SFO, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit Offers in response to this SFO.

Entity: An association, corporation, partnership, limited liability company, or any other legal entity individual that has legal standing under State Law.

Fiscal Year: July 1 through June 30.

Higher Education Procurement Code: The rules adopted pursuant to the authority granted by R.S. 17:3139.5.5.c.i, for use by the initial qualifying institution and those institutions operating under the auspices of a shared services model managed by the qualifying institution, in lieu of state procurement statutes when the university procures goods or services or enters other contracts.

LaPAC: the Louisiana Procurement and Contract Network. The state's online electronic bid posting and notification system resident on State Purchasing's website [<https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/pubMain.cfm>].

LSU Board of Supervisors: The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Mandatory Requirements: For purposes of this SFO, the terms “shall,” “must,” and “will” denotes mandatory requirements.

May: The term “may” denotes an advisory or permissible action.

Must: The term “must” denotes mandatory requirements.

Negotiation: Conferring, discussing, or bargaining to reach agreement in business transactions on a potential procurement.

Non-Responsive Offer: An Offer submitted without the necessary documentation and requirements as set forth in this SFO.

Procurement: The process by which the ownership or use of goods or services is acquired. Also includes all functions that pertain to the obtaining of goods and services, including but not limited to description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Offer: Document(s) submitted by the responsible Respondent pursuant to the Solicitation for Offers (SFO).

Protest: A written objection by a potential aggrieved party to a solicitation or award of contract, with the intention of receiving a remedial result. *Protests* must be filed in accordance with this *Higher Education Procurement Code*.

Respondent: An individual or entity that submits a response to a solicitation.

Responsible Respondent: A business entity or individual determined to be fully capable of meeting all requirements of the solicitation and subsequent contract and which has the personnel, financial and technical resources to perform as will be contractually required. A responsible respondent must be able to fully document in advance the ability to provide good faith performance.

Solicitation for Offers (SFO): Referred to as the “Solicitation” or the “SFO” in this document. A solicitation for offers to supply services or a combination of services and goods where weighted criteria are the basis for award.

Services: The furnishing of labor, time or effort by a supplier which may involve, to a lesser degree, the delivery or supply of a product, incidental to the required performance.

Shall: The term “shall” denotes mandatory requirements.

Should: The term “should” denotes a desirable action.

State: The State of Louisiana.

Subcontractors: Providers under contract to Supplier as approved by the University.

Supplier: Any person having a contract with a governmental body.

University or LSU: Louisiana State University and Agricultural & Mechanical College (LSU), located at Baton Rouge and designated as the premier flagship University for the State, an institution of the Louisiana State University System and under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

Will- The term “will” denotes mandatory requirements.

1.3 Schedule of Events

Event	Date	Time (CST)
SFO posted to the LaPAC	08/11/2020	
Deadline for Receiving Written Inquiries.	8/24/2020	2:00 PM
Issue Responses to Written Inquiries	8/28/2020	
OFFER DUE DATE AND TIME. Offers received late for whatever reason will not be considered.	9/15/2020	2:00 PM
Written Clarifications/Presentations Please note that designated Respondents may be required to make oral presentations relative to their respective Offers prior to the final selection of the Supplier. Those Respondents selected to make such presentation will be notified.	10/5/2020	
Best and Final Offer (BAFO)	10/12/2020	
Notice of Intent to Award issued	10/16/2020	
Contract start date (Proposed)	7/1/2021	

NOTE: The University reserves the right to revise this schedule.

1.4 Offer Submittal

This SFO is available in electronic form at the Louisiana Procurement and Contract Network’s (LaPAC) website <https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the SFO Coordinator with LSU Procurement Services.

Cynthia Winey, SFO Coordinator
Louisiana State University
Procurement Services
213 Thomas Boyd Hall
Baton Rouge, LA 70803
E-Mail: cwiney@lsu.edu
Phone: 225-578-2176 | Fax: 225-578-2292

It is the Respondent’s responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LSU Procurement Services is not responsible for a Respondent’s failure to download any addenda documents required to complete a Solicitation for Offers.

NOTE: To receive the email notification from LaPAC, suppliers must register in the LaGov portal and pay the supplier fee. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

and help scripts are available on OSP website under vendor center at

<http://www.doa.la.gov/pages/OSP/purchasing/vendorcenter.aspx>

All Offers **MUST** be received by LSU Procurement Services **no later than the date and time shown in the Schedule of Events.**

Offers must be submitted electronically to LSU Procurement Services until further notice. Offers must be emailed to lsubids@lsu.edu (This email address should be used for offer submissions only). An original and redacted copy (if applicable) must be submitted electronically. When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. Neither physical bids nor late bids will be accepted. Any respondent who would like to view the opening of this solicitation can access the following link: <https://lsu.zoom.us/meeting/register/u5Yoc-mtpjwic3qMBbUv2mGXg3EyfFeWww>. The link will be live at 2:00 PM CST on the date of bid opening and will provide live audio and video access to this bid opening.

- X **Solicitation Name: SELLING CRASH REPORTS ONLINE**
- X **Solicitation Number: RFQ0000001233**
- X **Offer Opening Date: 9/15/2020**

1.5 Offer Response Format

Offers submitted for consideration should follow the format and order of presentation described below:

- A. The attached Certification Statement (See Attachment A) must be signed, dated, and submitted with the Offer by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.
- B. Respondents should number their responses to the sections using the same numbering convention as presented in the SFO document. Each numbered section of the response should use the same section titles as identified in the SFO document. All required documents and information shall be provided for each section. Offers that do not meet all requirements may be deemed as unresponsive and removed from consideration.

1.5.1 Collateral Information

Please provide any collateral information as appendices. All appendices should be catalogued within the Offer document at the end.

Collateral Information includes, but is not limited to, policies, handbooks, manuals, photos, or other documentation that will assist the committee in assuring compliance with mandatory requirements.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1-44) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other

proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Offer. Respondents should refer to the Louisiana Public Records Act for further clarification.

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

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

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

If the Respondent does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

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

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

1.7 Data Security

All data, including personally identifying information, financial account information, or other personal information collected, obtained or transmitted to Supplier or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state and local law. Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the

extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

- The obligations of Supplier or subcontractor under this Section shall survive the termination of this contract.
- Supplier agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Supplier. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this contract without notice.

1.8 Offer Clarifications Prior to Submittal

1.8.1 Inquiry Periods

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of the University. The University reasonably expects and requires responsible and interested Respondents to conduct their in-depth Offer review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the Offer documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-Offer conference). All inquiries must be received by the time specified on the Inquiry Deadline date set forth in the Schedule of Events, as per Section 1.3 of this SFO. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation must be delivered by e-mail to the SFO Coordinator (Section 1.4).

An addendum will be issued and posted at the Office of State Purchasing's LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all SFO documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum.

1.8.2 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Respondent is prohibited from communicating with any University employee or Supplier of the University involved in any step in the procurement process; including, but not limited to, project management, design, development, implementation, procurement management, development of specifications, and evaluation of Offers for a particular procurement. All solicitations for competitive sealed procurements identify a designated SFO Coordinator, as per Section 1.4 of this SFO. All communications to and from potential Respondents 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 Respondent is also an incumbent Supplier, the University and the incumbent Supplier may contact each other with respect to the existing contract only. Under no circumstances may the University and the incumbent Supplier and/or its representative(s) discuss the procurement during the Blackout Period. Any Respondent who violates the Blackout Period may be liable to the University in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Offer's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Respondent.

1.9 Errors and Omissions in Offer

The University will not be liable for any error in the Offer. Respondent will not be allowed to alter Offer documents after the deadline for Offer submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in Offers by the University or the Respondent. The University, at its option, has the right to request clarification or additional information from the Respondent.

1.10 Changes and Addenda

The University reserves the right to change the Schedule of Events or issue addenda to the SFO at any time. The University also reserves the right to cancel and/or reissue the SFO.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant Offer section, prior to the Offer opening, and should be submitted in a sealed envelope. Such shall meet all requirements of the SFO.

1.11 Withdrawal of Offer

An Offer which contains a patently obvious, unintentional and substantial mechanical, clerical or mathematical error or unintentionally omits a substantial quantity of goods or services called for in the solicitation may be withdrawn by the Respondent if clear and convincing sworn, written evidence of such error or omission is furnished to the university prior to award.

1.12 Waiver of Administrative Informalities

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

1.13 Cost of Offer Preparation

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

1.14 Ownership of Offer

All Respondents are hereby warned that any part of their Offers sent to LSU Procurement Services will become property of the University upon receipt and are subject to the Louisiana Public Records Law. A copy of the Offer will be retained for incorporation by reference in any Agreement resulting from this SFO. Offers marked, in its entirety, confidential or proprietary may be rejected and not considered. A request for cancelled solicitations and rejected Offers can be made in writing to Procurement Services at the Respondents expense.

1.15 Right to Reject

- A. Rejection. The university reserves the right to reject any or all responses to a solicitation in whole or in part and to award by items, parts of items or by any group of items specified. Also, the right is reserved to waive any technical defects when the best interest of the university will be served.
- B. In accordance with the provisions of Higher Education Procurement Code (LAC 34:XIII.1305), the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

1.16 Offer Validity

All Offers shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its Offer response. However, the University reserves the right to reject an Offer if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its Offer.

1.17 Acknowledgement of Supplier Responsibility

The Supplier shall be required to assume responsibility for all items and services offered in the Offer whether or not the Supplier produces or provides them. The University shall consider the Supplier to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.18 Use of Subcontractors

Each Supplier shall serve as the single Supplier for all work performed pursuant to its contract. That Supplier shall be responsible for all deliverables referenced in this SFO. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit an Offer in response to this SFO, which identifies subcontract with others, provided that the prime Supplier acknowledges total responsibility for the entire contract.

If it becomes necessary for the Supplier to use subcontractors, the University urges the Supplier to use Louisiana suppliers, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship or diverse supplier, if practical. In all events, any subcontractor used by the Supplier should be identified to the University.

Information required of the Supplier under the terms of this SFO, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The Supplier shall assume total responsibility for compliance.

1.19 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Respondent has considered all Offers submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Respondent also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.20 Written Clarification /Presentations

After the opening of all Offers received by the closing time and date for accepting Offers, Respondents may be required, at the request of the University, to make a public oral presentation or provide written clarifications to their Offers. Respondent will not be allowed to change Offer or make any Offer modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the Response. The SFO Coordinator will schedule any such presentations or address any needed written clarifications.

Demonstration Guidelines

Respondents may be provided with scripted scenarios on which to base their presentations in order to assure an objective comparison among Respondents' Proposed Services. LSU reserves the right, at its own cost, to record (audio and/or video) all presentations.

LSU states a strong preference to see the proposed Project Manager and Team Lead(s) conduct the presentations. LSU's objective is to discern the Respondent's proposed Project staffs' familiarity with the Solution to be implemented and their ability to explain, communicate, converse, and interact with LSU staff.

1.21 Best and Final Offer (BAFO)

LSU reserves the right to conduct a BAFO with one or more Respondents determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Respondents 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 University in clarifying the scope of work or to obtain the most cost effective pricing available from the Respondents.

THE BAFO WILL NOT OBLIGATE THE UNIVERSITY TO ENTER INTO A CONTRACT.

1.22 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, LSU Procurement Services will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. This Notice of Intent to Award will start the protest period for any aggrieved parties.

LSU Procurement Services will also notify all unsuccessful Respondents when the Notice of Intent to Award is issued. The completed evaluation summary and recommendation report will be made available to Respondents upon request, after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the Notice of Intent to Award has the right to submit a protest in writing, in accordance with the Higher Education Procurement Code (LAC 34: XIII. §1503), to the Chief Procurement Officer, no later than seven (7) days after the issuance of the Notice of Intent to Award.

1.23 Debriefings

Debriefings may be scheduled by the SFO Coordinator with Respondents after the "Notice of Intent to Award" has been issued.

1.24 Right to Protest

All protests to a solicitation shall be filed in writing with the CPO no later than three (3) days prior to the response submission deadline, excluding Saturdays, Sundays, and postal holidays. All protests to the award of a contract shall be filed with the CPO no later than seven (7) days after the issuance of the notification of intent to award.

The CPO shall render a written decision regarding a protest within fourteen (14) days, excluding Saturdays, Sundays, and postal holidays after receipt of the protest and any subsequently submitted information. A written decision shall be furnished to the aggrieved party and other interested parties.

1.25 Protest Bond and Security

Bonds may be required when the CPO determines that the harm from delay of implementation of a contract could adversely affect the operations of the university. The protest bond shall be in the amount equal to potential damages as assessed by the University and shall be in the form of a certified check or a cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation.

1.26 Contract Negotiations

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded contract. The resulting contract shall be based on the Solicitation for Offers and all required Respondent submissions. Should negotiations stall between the University and the first Respondent, the University reserves the right to break-off negotiations with the first Respondent and begin negotiations with the second highest

scored Respondent. The University reserves the right to continue such negotiations with the third and then subsequent highest scored Respondent if negotiations stall with the previously Supplier. If no Offer is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Offers and cancel the solicitation.

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

The Supplier will be expected to enter into a contract which is substantially the same as the Sample Contract included in Attachment B.

1.27 Campus Participation

Supplier agrees to extend to all campuses, under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the same goods, services or incentives in this contract. Campuses may be added by mutual written agreement of the parties via Participation Agreement (See Attachment C).

1.28 Diverse Supplier

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.

- A. 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 entity in a diverse category, as a subcontractor or supplier under this agreement.
- B. 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.
- C. 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.

1.29 Contract Award and Execution

Award shall be made to the Respondent with the highest points, whose Offer, conforming to the SFO, will be the most advantageous to the University, price and other factors considered. A Sample Contract is included as Attachment B.

The SFO, any addenda, and required submissions of the Supplier will become part of any contract initiated by the University.

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this SFO. Refer to Section 1.15 Non-negotiable Contract Terms.

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

1.30 Commencement of Work

No work shall be performed by Supplier and LSU shall not be bound until such time as a contract is fully executed between LSU and the Supplier and all required approvals are obtained.

1.31 Veteran and Hudson Initiatives

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 suppliers are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>

If a Respondent is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Respondent shall include in their Offer 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 Supplier 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.

In SFO's requiring the compliance of a good faith subcontracting plan, the University may require Respondents to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of Offer review. Agreements between a Respondent and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Respondents shall be prohibited.

In performing its evaluation of Offers, the University reserves the right to require a non-certified Respondent to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Respondent and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Respondent who proposed a good faith subcontracting plan, the using department, the University, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Supplier to determine whether Supplier has complied in good faith with its subcontracting plan. The Supplier must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using department, University, LED, or the OSP Director that the Supplier did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>

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: <https://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

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

1.32 Insurance Requirements

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires Suppliers 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 Supplier's financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the Supplier may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

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

Commercial General Liability (CGL)

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

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 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.

Information Security and Privacy Insurance

In addition to the types of insurances and limits required by contract, Supplier shall maintain the following insurance types and limits:

1. Professional Liability (Errors and Omissions), including Network Security and Privacy Liability with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.

2. Cyber Liability including third party coverage for privacy breach, including for notification assistance as required by Louisiana law with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
3. The above insurances and limits should include coverage for the following risks:
 - a. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
 - b. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
 - c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

Other Insurance Requirements

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.

Additional Insured Status

The University is to be listed as an Additional Insured on both Commercial General Liability (must provide additional insured status for both ongoing and completed operations using 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) and Automobile Liability. See Verification of Coverage section on how the University should be listed as an Additional Insured.

Waiver of Subrogation

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

Primary and Non-contributory coverage

The Supplier's insurance coverage shall be primary insurance as respects to the University for any claims related to work performed for or on behalf of the University or related to an agreement/purchase order. 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.

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 Supplier to provide proof of ability to pay losses, related investigations, claim administration, and defense expenses within the deductible or retention.

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 Supplier'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.

1.33 Subcontractor Insurance

Supplier shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of Subcontractor's Certificates at any time.

1.34 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 the contract.

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

LSU Parties shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

1.35 Compliance with Applicable Law

Supplier will comply with all federal, state, and local laws appertaining to its business conducted under the Agreement, including the Higher Education Procurement Code (LAC 34:XIII.2303); Louisiana Code of Governmental Ethics (La. R.S 42:1101), and will conform to University's business policies and practices.

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

1.36 Term

Initial term of the Agreement will be negotiated but is expected to be for an initial period of one (1) year with an option for yearly renewals for up to a total of five (5) years if all parties mutually agree, in writing, to the extension. If the grant award is renewed with the DOTD, the agreement may be renewed for up to an additional five (5) year period.

1.37 Payment

1.37.1 Payment Terms

The University expects to enter into an Agreement under which it receives a processing fee based on each crash report provided by CARTS.

Supplier shall pay the University all fees on or before the eighteenth (18) day of the month following the last day of the month in which the fees were earned. It is the preference of the University that these payments are made electronically through wire transfer and accompanied with a detailed monthly statement.

Supplier will furnish the University CARTS with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested. Monthly financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting period.

1.38 Non-negotiable Contract Terms

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this SFO. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, right to audit, EEOC and ADA compliance, order of precedence, contract changes, governing law, contract controversies, and termination for non-appropriation of funds. The Respondent needs to address the specific language in the sample agreement and submit their Offer with any exceptions or exact agreement deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of Agreement provisions that are non-negotiable.

1.39 Taxes

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

1.40 Assignment

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

1.41 Audit/Retention of Records

1.41.1. Audit of Persons Submitting Cost or Pricing Data.

The university may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data to the extent that such books and records relate to such cost or pricing data.

1.41.2. Contract Audit.

The university shall be entitled to audit the books and records of a Supplier or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract 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 contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.41.3. Retention.

All records must be retained by the Supplier, and be accessible to the University, for a period of five (5) years after the expiration of the Agreement or as required by applicable State and Federal Law. Supplier shall keep full, timely and accurate records in accordance with generally accepted accounting practices and as may be satisfactory to the University.

1.42 Content of Contract/ Order of Precedence

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

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this SFO shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

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

1.44 Governing Law

All activities associated with this SFO process shall be interpreted under Louisiana Law. All Offers and contracts submitted are subject to provisions of the laws of the State of Louisiana, the Higher Education Procurement Code (LAC 34:XIII), purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this SFO.

1.45 Termination

1.45.1 Termination of the Contract for Cause

The University may terminate the contract for cause based upon the failure of the Supplier to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then

the University may, at its option, place the Supplier in default and the contract shall terminate on the date specified in such notice.

The Supplier may exercise any rights available under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the contract, provided that the Supplier shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

1.45.2 Termination of the Contract for Convenience

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

The Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed in accordance with the contract.

1.45.3 Termination for Non-Appropriation of Funds

The continuance of the 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 or 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.

1.46 Anti-Kickback Clause

The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.47 Substitution of Personnel

The University intends to include in any contract resulting from this SFO the following condition:

Substitution of Personnel: If, during the term of the contract, the Supplier or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for Approval prior to any personnel substitution. It shall be acknowledged by the Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's Offer.

1.48 Clean Air Act

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.49 Energy Policy and Conservation Act

The Supplier hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.50 Clean Water Act

The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.51 Anti-Lobbying and Debarment Act

The Supplier will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.52 Fund Use

Supplier agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

1.53 Warranties

Supplier warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Supplier shall indemnify University against any loss or expense arising out of any breach of any specified Warranty.

1.54 Accessibility

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 (https://lsu.edu/policies/ps/ps_31.pdf), and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/contract for cause.

1.55 Licenses and Permits

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

1.56 Severability

If any term or condition of this SFO, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

1.57 Code of Ethics

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. Seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this

agreement. The Supplier agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

1.58 Security

Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Supplier is responsible for promptly reporting to the University any known breach of security.

1.59 Personnel and Background Checks

Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.

The successful Respondent must conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if the Respondent cannot produce a background check for an employee or the employee does not pass a background check. This may result in the removal of the employee from the University.

Due to the diverse work force, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the successful Supplier must provide a letter certifying that criminal history checks have been conducted on all employees and/or volunteers providing service to the University. As team members are added throughout Agreement period, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and the University reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies. All employees shall wear identification tags provided by Supplier.

The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University

SECTION 2: SCOPE OF WORK

For each agency CARTS receives a signed MOU from the contractor, CARTS will supply the supplier the following data points for crash reports from that agency:

- Crash Number
- Report Number
- Report Number 2
- Parish Code
- City Code
- Crash Date
- Driver/Vehicle Owner Names
- Revision Number
- Agency Name

These data points will be used on the website allowing the user to search for a crash report. Each agency, through the MOU, can establish their search criteria. Each search should result in either one of two results; no report found or one and only one report found. If a report is found, the website should allow the user to purchase the report via a credit card process. Once the credit card transaction is approved, the website will make a call to CARTS requesting a pdf version of the crash report using the Crash Number. CARTS will then return a pdf file of the report to the website for the end-user to download.

2.1 Minimum Requirements and Qualifications

Supplier agrees to develop and maintain a Louisiana statewide website that includes, at a minimum, the following services (see Section 2.2 for details of the requirements):

- 2.1.1 Develop a user-friendly web-based application designed to sell crash reports on behalf of law enforcement agencies in the state.
- 2.1.2 The purchase of any crash report shall be limited to those individuals permitted to obtain a copy of the crash report as outlined in Louisiana Revised Statute 32:398. Supplier will allow an agency, through the MOU, to establish their search criteria based on data points received via CARTS.
- 2.1.3 The website will be available for use twenty-four (24) hours a day and seven (7) days a week.
- 2.1.4 Supplier will be responsible for entering into an agreement with each law enforcement agency to sell their crash reports through a MOU. The supplier will supply CARTS with the signed MOU from each agency stating LSU has the right to assist the Supplier with selling the crash reports online.
- 2.1.5 Supplier will offer a customizable webpage for individual law enforcement agencies.
- 2.1.6 Supplier will not charge CARTS for the web-based application and will pay CARTS a processing fee each time a crash report is purchased using the website.
- 2.1.7 Supplier will track all sales on an agency basis and will provide CARTS with a friendly user interface to monitor the information.
- 2.1.8 Supplier must provide technical support and customer assistance.
- 2.1.9 Supplier shall provide a shopping cart option that will be available to commercial agencies purchasing in bulk.
- 2.1.10 Supplier will not keep or distribute any data provided by CARTS.
- 2.1.11 Supplier will handle all credit card processing.
- 2.1.12 Supplier must demonstrate the ability to process supplemental information.
- 2.1.13 Supplier must demonstrate experience and provide a proven track record for selling crash reports online on behalf of other states.

2.2 Proposed Goods/Services

LSU desires to contract with a Supplier to provide selling crash reports online services with the following capabilities:

2.2.1 Develop a user-friendly web-based application designed to sell crash reports on behalf of law enforcement agencies in the state. This application must be designed to support all law enforcement agencies in the state and must be compatible with Internet Explorer, Edge, Google Chrome, Mozilla Firefox, Safari, and Opera web browsers.

2.2.2 The purchase of a crash report shall be limited to those individuals permitted to obtain a copy of the crash report as outlined in Louisiana Revised Statute 32:398. An excerpt from this Statute is below; the full statute is located at the following link: <http://legis.la.gov/Legis/law.aspx?d=88361>. K.(1)(a) The reports required by this Section, and the information contained in the reports, shall be confidential, shall be exempt from the provisions of LA R.S. 44:1 et seq., and shall be made available only: to the parties to the accident, parents or guardians of a minor who is a party to the accident, and insurers of any party which is the subject of the report; to the succession representatives of those parties, or to the attorneys of the parties or succession representatives; or to a news-gathering organization that requests documents related to the accident.

Individuals using the web-based application must NOT be allowed to perform queries allowing multiple results. For example: the site must not allow users to search crash reports on a given date, within a given parish, based on a certain street name, or based on reports that were created by a certain agency. Users will only be allowed to purchase their crash report by knowing certain specific and unique data elements concerning their specific crash. This criteria will be established by the agency within the MOU (review section 5.1).

2.2.3 The website will be available for use twenty-four (24) hours a day and seven (7) days a week. The website will be up and running 99.9% of the time and will be only taken down for maintenance.

2.2.4 Supplier will be responsible for entering into an agreement with each law enforcement agency to sell their crash reports through a MOU. In the state of Louisiana, only the law enforcement agency which created the crash report has the authority to sell that crash report. The Supplier will be required to establish an agreement with a law enforcement agency before that agency's crash reports can be sold online. Within this agreement the law enforcement agency must state their cost per crash report and establish their purchasing criteria. Supplier will arrange a payment process with each agency and not charge the agency any costs for selling their crash reports.

2.2.5 Supplier will offer a customizable webpage for individual law enforcement agencies. Each law enforcement agency should have their own webpage which should be customizable. Each agency, at a minimal, be able to display their name, crash report cost fee, contact information, and logo.

2.2.6 Supplier will not charge CARTS for the web-based application and will pay the CARTS a processing fee each time a crash report is purchased using the website. Supplier will not charge CARTS for the development of the web-based application created for selling crash reports online. The Supplier can charge a convenience fee, not to exceed \$6, each time a crash report is sold. In turn, Supplier will pay CARTS a processing fee (out of the convenience fee) each time a crash report is purchased using the website.

2.2.7 Supplier will track all sales on an agency basis and will provide the CARTS with a friendly user interface to monitor the information. Within the web-based application, an administration section must be developed allowing personnel from CARTS to view the daily/weekly/monthly/yearly transaction sales. The transactions must be viewable by agency, time, and crash report number.

2.2.8 Supplier must provide technical support and customer assistance. Supplier must provide technical support and customer assistance to users of the web-based application and the CARTS personnel.

2.2.9 Supplier shall provide a shopping cart option that will be available to certain end users. The web-based application must provide a shopping cart option for use only by insurance companies and law firms purchasing multiple crash reports on behalf of their customers.

This shopping cart option will still adhere to Louisiana Revised Statue 32:398 and only allow those individuals permitted to obtain a copy of the crash report to purchase the report.

2.2.10 Supplier will not keep or distribute any data provided by CARTS. Supplier will NOT keep or distribute any data or crash reports provided by CARTS. All data elements and crash reports provided by CARTS are intended to facilitate the immediate transaction of providing the crash report sale to the end user.

Supplier may keep and use the data points listed in Section 2 above only for the use of search criteria for users to find a report. These data points can only be stored for agencies with a current MOU. In the event that an agency withdraws their MOU, the Supplier must remove all data points for that agency.

Supplier cannot download, keep, and/or capture any information within the crash reports supplied to be purchase. The pdf files supplied by CARTS can only be used to distribute to the end user and cannot be captured and/or stored by the Supplier. The information within the pdf files cannot be captured automatically or manually by the Supplier.

Supplier may not distribute nor sell any of the data points or pdf files supplied by CARTS in any manner except the explicit intent of this SFO.

2.2.11 Supplier will handle all credit card processing. Supplier will handle and take all responsibility for credit card processing. The credit card processing transaction must occur over a secure connection utilizing an encryption algorithm. The credit card processing mechanism must receive final approval by the University.

Supplier must demonstrate experience selling crash reports online for other states. Supplier must currently be providing services for selling crash reports to other states and provide references from at least three (3) other states that are comparable with Louisiana.

2.2.12 Supplier must demonstrate the ability to process supplemental information. Examples of supplemental information are photos and witness statements. At the present time CARTS does not collect any supplemental information along with the crash report. However, CARTS is working to enhance their current crash reporting application whereby offering the ability to capture supplemental information. When this feature becomes available, the supplier should have the ability to sell the supplemental information within a separate transaction than the crash report. This separate transaction can have a separate transaction fee, which will be shared by the supplier and LSU\CARTS.

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SECTION 3: EVALUATION

The evaluation committee shall assign points to its evaluation of each Offer as follows:

Evaluation Criteria	Possible Points
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 4)	<i>30 points</i>
TECHNICAL OFFER (Section 5)	<i>40 points</i>
FINANCIAL OFFER (Section 6)	<i>18 points</i>
VETERAN AND HUDSON INITIATIVE (Section 7)	<i>12 points</i>
Total Possible Points	<i>100</i>

The Offer will be evaluated in light of the material and the substantiating evidence presented to the University, not on the basis of what may be inferred.

IF the University chooses to conduct oral presentations, BAFO and any other required submissions may be considered as a factor of award.

The scores for the Financial Offer, Technical Offer, Respondent Qualifications and Experience and Veteran and Hudson Initiative will be combined to determine the overall score. The Respondent with the highest overall score will be recommended for award.

3.1 Evaluation and Selection

3.1.1 Evaluation Team

The evaluation of Offers will be reviewed by a team, to be designated by the University, which will determine the Offer most advantageous to the University, taking into consideration the evaluation factors set forth in the SFO. The team may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Respondent or Offer. Such input may include, but not limited to, analysis of Respondent's financial statements, review of technical requirements, or preparation of cost score data.

3.1.2 Review and Evaluation (Points based on current SFO requirements)

The University reserves the right to accept or reject any Offers and waive any informality in any Offer submitted. All Offers will be reviewed based on the criteria set forth in this document (Section3: Evaluation)

SECTION 4: RESPONDENT QUALIFICATIONS AND EXPERIENCE

4.1 History and Experience

- a. Summarize the company's history and experience performing similar services including number of years' service.
- b. Provide at least three consecutive years' experience in operations sufficiently alike in type and scope to those in this SFO to permit a reasonable assessment of proposer's capability to perform under any Agreement.
- c. Provide copies of the proposer's financial statements for the past three (3) years which shall include the proposer's profit/loss for the past three (3) years.

4.2 Company Profile

This section profiles the company and status of the companies that may perform the services:

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

4.3 Subcontractor Information

For each subcontractor or other third party, the Respondent should provide information as outlined in the Management Offer (Section 4.1) of SECTION 4: RESPONDENT QUALIFICATIONS AND EXPERIENCE and should also include:

- o A description of Work to be subcontracted to and/or products to be provided by third parties,
- o A description of the nature and duration of previous relationships of the proposed subcontractors and/or third parties with the Respondent,
- o An explanation of any existing contractual relationships between the Respondent and proposed subcontractors, or among proposed subcontractors.

4.4 Personnel

- a. Provide a comprehensive staffing plan for the Agreement, including organization of functions, workflow, city/state where functions will be accomplished, etc.
- b. List personnel that will be used on this Agreement, including subcontractors. Describe each person's role, management responsibilities, qualifications and work experience.

4.5 References

Provide names of five (5) references and for each, a contact name and title with telephone number and email address. Each proposer shall include references from comparative clients with contact names, address, email address, and telephone numbers.

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SECTION 5: TECHNICAL OFFER

With respect to Minimum Requirements and Qualifications described in Section 2.1, the proposer must provide a description of how they propose to meet each of the listed requirements. Failure to address each requirement will result in loss of points for evaluation of technical approach

The University invites proposer to suggest additional service incentives that would become applicable from additional services provided.

5.1 Operational Plan

- a. Provide an operational plan, including an organizational chart listing staff and management personnel positions and identify the individual(s) who would have responsibility for the services. The plan should specifically state the positions and titles of management and personnel necessary for carrying out the proposed services for the University.
- b. A detailed description of the policies and procedures that will be utilized for handling and securing payments.

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SECTION 6: FINANCIAL OFFER

The proposal with the highest processing fee from crash report sales to LSU CARTS will be awarded the full number of points, and a prorated number of points will be awarded to proposals that propose a lesser processing fee. The proposers that do not have the highest processing fee will be scored as follows:

Where the highest proposer is Px, and the other proposers are P1, P2, P3...)

$$\text{Proposer's Score} = \frac{\text{P1 Revenue}}{\text{Px Revenue}} \times 18 \text{ Points}$$

The financial offer proposed by the Respondents shall be submitted on the Financial Offer sheet furnished in Attachment F. Proposer must state clearly its proposed convenience fee, not to exceed \$6.00, and their proposed processing fee to be paid to LSU CARTS out of the convenience fee.

The University invites proposer to suggest additional financial incentives that would become applicable from additional services provided.

Failure to complete Attachment F in its entirety will result in a score of zero for the financial Offer section.

SECTION 7: VETERAN AND HUDSON INITIATIVE

Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Twelve percent (12%) of the total evaluation points in this SFO are reserved for Respondents who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Respondents' evaluation score as follows:

Respondent Status and Allotment of Reserved Points

- If the Respondent is a certified Veterans Initiative small entrepreneurship, the Respondent shall receive points equal to twelve percent (12%) of the total evaluation points in this SFO.
- If the Respondent is a certified Hudson Initiative small entrepreneurship, the Respondent shall receive points equal to ten percent (10%) of the total evaluation points in this SFO.
- If the Respondent demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Respondent shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

If the Respondent is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Respondent shall include in their Offer 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.

ATTACHMENT A - CERTIFICATION STATEMENT

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

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

Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: (_____) _____

Facsimile Number with area code: (_____) _____

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

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

- The information contained in its response to this SFO is accurate;
- Respondent complies with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
- Respondent accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SFO;
- Respondent has considered all Offers submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel;
- Respondent has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions;
- All Offers will be considered valid until award is made; and,
- Respondent understands that if selected as the successful Respondent, he/she will **have seven (7) calendar days** from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract/s document.
- The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Respondent certifies, by signing and submitting an Offer, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR PART 200. (A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.)

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Respondent's Authorized Representative:
(Signature MUST be Hand signed and should be in Blue ink)

DATE

ATTACHEMENT B – SAMPLE AGREEMENT

SELLING CRASH REPORTS ONLINE SERVICES AGREEMENT

This is an Agreement (“Agreement”) made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by Daniel Layzell, Vice President for Finance & Administrative Services and Chief Financial Officer of Louisiana State University and Agricultural & Mechanical College (“LSU”) and **Company Name** (“Supplier”).

WITNESSETH

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

WHEREAS, LSU in the performance of its purpose and discharge of its responsibilities, provides through LSU Center for Analytics & Research in Transportation Safety (hereafter referred to as CARTS) professional development, personal enrichment, college credit and high school-level;

WHEREAS, LSU released a Request for Proposal No XXXX on Month Day, 2020 for Revenue Generating Proposal for Selling Crash Reports Online; and

WHEREAS, SUPPLIER responded to Request for Proposals with a proposal dated XXXX desiring to enter into an Agreement and has been selected as the Supplier; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

ARTICLE I **DEFINITIONS**

1.0 As used in this Agreement, the terms set forth below shall be defined as follows:

- a. “University” means Louisiana State University and Agricultural & Mechanical College, a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College sometimes referred to as “LSU”. Means all buildings and grounds operated by LSU and any other locations served by the University at any time during this Agreement.

ARTICLE II **TERM**

2.0 The term of this Agreement shall commence _____ and end on _____. This Agreement may be extended for additional one (1) year periods after the initial term, for a total of 5 years, subject to the mutual Agreement of LSU and Supplier.

ARTICLE III **SELLING CRASH REPORTS ONLINE SERVICES**

3.0 University desires Selling Crash Reports Online Services as described:

ARTICLE IV
FINANCIAL AND ACCOUNTING

- 4.0 The University will receive a processing fee of _____ for each crash report is purchased using the website.
- 4.1 Supplier shall pay the University CARTS the appropriate fees for each month's sales transactions on or before the eighteenth (18) day of the month following the last day of the month in which the crash reports were sold. Payments will be accompanied with a detailed monthly statement.
- 4.2 Supplier will furnish the University CARTS with all requested daily/weekly/monthly/annual reports to transactions, sales, etc. and other pertinent information as requested. Monthly financial reports, as required by the University, will be delivered electronically to the University on or before an agreed upon date of the following monthly accounting period.
- 4.3 All records must be retained by the Supplier, and be accessible to the University, for a period of five (5) years after the expiration of the Agreement or as required by applicable State and Federal Law. Supplier shall keep full, timely and accurate records in accordance with generally accepted accounting practices and as may be satisfactory to the University.

ARTICLE V
TERMINATION

- 5.0 The University shall have the right to terminate the Agreement at any time during the initial term or any additional term, with thirty (30) days written notice.
- 5.1 Supplier shall have the right to terminate the Agreement immediately upon written notice to the University if the University shall be in material breach of the Agreement, which breach the University fails to cure within thirty (30) days of the University's receipt of written notice from Supplier specifying the breach provided, however, that if it is not reasonably possible to cure such material breach within such thirty (30) day period, such cure period will be extended so long as the University has commenced and thereafter diligently continues to pursue a cure for such material breach. A material breach would include but not be limited to the University to comply with a material term or provision of the Agreement.

ARTICLE VI
INDEMNIFICATIONS

- 6.0 Supplier shall defend, indemnify, and hold harmless LSU, LSU and its members, officers, employees and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.
- 6.1 LSU shall defend, indemnify and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

ARTICLE VII

NOTICES

7.0 All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

If to LSU:

Vice President
for Finance & Administrative Services
Louisiana State University
and Agricultural & Mechanical College
330 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-3386
Fax: 225-578-5403

With copy to Purchasing:

Associate Director of Procurement
LSU Office of Purchasing
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2285
Fax: 225-578-2292
Email: mbarci2@lsu.edu

With copy to Highway Safety Research Group:

Director
Center of Analytics & Research in Transportation Safety
Louisiana State University
179 South Quad Drive
Baton Rouge, Louisiana 70803
Telephone: 225-578-0366
Fax: 225-578-0240
Email: carts@lsu.edu

If to Supplier:

ARTICLE VIII
RELATIONSHIP OF PARTIES

8.0 Nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, joint venture or agency relationship between Supplier and LSU. Further, this Agreement is not a lease nor is it the procurement of services from Supplier by LSU. Under the terms of this Agreement, Supplier is considered as independent Supplier.

ARTICLE IX
ASSIGNMENT /DELEGATION/PASS THROUGH

9.0 The rights granted to Supplier by LSU hereunder are personal to Supplier and shall not be assigned, delegated or passed through outside of Supplier without LSU's prior written approval, and, upon any such unauthorized assignment, LSU, at its option, may immediately terminate this Agreement upon written notice to Supplier.

ARTICLE X
WAIVER

10.0 The failure at any time of LSU or Supplier to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

ARTICLE XI
SEVERABILITY

11.0 Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

ARTICLE XII
CAPTIONS

12.0 Paragraph captions and other headings contained in the Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

ARTICLE XIII
AUDIT PROVISIONS

13.0 All records pertaining to the operations of Supplier under this Agreement shall be open for inspection and/or audit by LSU, its representatives and the Louisiana Legislative Auditor during normal business hours at the Supplier's place of business. Supplier shall advise LSU of the schedule of the Supplier's audit of its records and operations. LSU shall have the option to participate in the Supplier's audits and may request a full report of these audits, at no cost to LSU. Supplier shall keep all records for a period of at least five (5) years.

**ARTICLE XIV
GOVERNING LAW**

14.0 This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Any suit or action arising hereunder shall be filed in a Court of competent jurisdiction within the state of Louisiana and to the service of process by registered or certified mail addressed to the respective party as set forth above.

**ARTICLE XVII
AMENDMENTS**

15.0 All amendments or modifications to this Agreement must be in writing and signed by an authorized representative of each party hereto.

**ARTICLE XVIII
ORDER OF PRECEDENCE AND ENTIRE AGREEMENT**

16.0 In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the RFP and proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the proposal.

This Agreement, together with the RFP and addenda issued thereto by the University, the proposal submitted by the Supplier in response to the University's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire Agreement between the parties with respect to the subject matter.

IN WITNESS WHEREOF, LSU has caused this Agreement to be executed to be effective the ____ day of _____, 2020 at Baton Rouge, Louisiana before the undersigned witnesses.

WITNESSES:

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

_____ By: _____

Assistant Vice President of Procurement & Property Management

IN WITNESS WHEREOF, Supplier has caused this Amendment to be executed to be effective the ____ day of _____, 2020 at Baton Rouge, Louisiana before the undersigned witnesses.

WITNESSES:

Supplier:

_____ By: _____

ATTACHMENT C – SAMPLE PARTICIPATION AGREEMENT

LOUISIANA STATE UNIVERSITY PARTICIPATION AGREEMENT

BETWEEN
(“Supplier Name”)

AND
Louisiana State University

This Participation Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”) by and between _____ (“**Supplier**”) and Louisiana State University (“**LSU**”).

WHEREAS, on _____, 20__, **(“Supplier Name”)** and Louisiana State University (the “**University**”) entered into an Agreement including all exhibits, schedules and amendments thereto (the “**Agreement**”), which permits a member of the Louisiana State University System, other than the University, to purchase goods and services in accordance with the terms and conditions set forth in the Agreement.

WHEREAS, LSU is eligible to purchase under the Agreement and desires to obtain such services from Supplier in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF AGREEMENT.

The purpose of this Agreement is to allow LSU to purchase goods and services from Supplier at the prices as set forth in the Addendum. To that end, the Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Agreement, conflict with any terms and conditions of this Solicitation (the “**Supplemental Terms**”), the Supplemental Terms shall prevail. Capitalized terms not otherwise defined in this Solicitation shall have the same meaning as set forth in the Agreement.

2. TERM AND TERMINATION.

This Agreement will commence on the Effective Date and will be effective for the Term, unless terminated. Thereafter, unless either party gives notice of termination in accordance with this Section Notwithstanding the foregoing, in the event the Solicitation is terminated for any reason, this Agreement shall also be deemed terminated as of the effective date of termination of the Solicitation. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice.

3. PAYMENT TERMS.

Supplier shall submit to LSU on a per order basis an invoice for all purchases made by LSU hereunder. Supplier shall have the right to establish the credit limit of LSU and Supplier shall have the right to lower such credit limit if necessary for any of the following circumstances: (a) LSU is delinquent in making payments to Supplier; or (b) in Supplier’s reasonable opinion, LSU’s credit standing becomes impaired or reasonably unsatisfactory to Participant.

4. REPORTING.

Supplier will provide Louisiana State University with an annual report of the spend for each fiscal year. The report shall include entity name, annual spend, and spend per contract category.

5. NOTICES.

Supplier will deliver a fully executed copy of this agreement to Louisiana State University. All notices, requests, demands and other communications under this Agreement shall be given in writing.

With a copy to: "Supplier Name"

If to Supplier: _____

Attn: _____

With a copy to: Louisiana State University
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Attn: Sally McKechnie, Assistant Vice President
Procurement & Property Management

6. GOVERNING LAW

The terms of this Agreement shall be governed by Louisiana Law. The proper venue for any dispute arising out of this agreement shall be the appropriate state or federal court in the State of Louisiana.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this Participation Agreement as of the Effective Date.

LOUISIANA STATE UNIVERSITY

[NAME OF SUPPLIER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT D - VETERAN/HUDSON INITIATIVE VERIFICATION

The following section must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation (per instructions located in Sections 1.31 and 7) must be submitted with the Offer clearly labeled within this section. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Respondent is a certified small entrepreneurship. **YES** **NO**

If yes, provide Certificate Number and any supporting documentation:

Certification Number: _____

2. Respondent is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors.

YES **NO**

If yes, then list the certified entrepreneurship below and provide clearly labeled supporting documentation:

a. Company Name:

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

Amount of Subcontract:

Click or tap here to enter text.

b. Company Name:

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

Amount of Subcontract:

Click or tap here to enter text.

c. Company Name:

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

Amount of Subcontract:

Click or tap here to enter text.

d. Company Name:

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

Amount of Subcontract:

Click or tap here to enter text.

3. Respondent made “good faith” efforts to subcontract with certified small entrepreneurs.

YES **NO**

If yes, then supporting documentation must be clearly labeled and attached.

a. **Company Name:**

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

b. **Company Name:**

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

c. **Company Name:**

Click or tap here to enter text.

Address:

Click or tap here to enter text.

Phone Number:

Click or tap here to enter text.

Certification Number:

Click or tap here to enter text.

ATTACHMENT E - SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _____

COUNTY/PARISH OF _____

On the _____ day of _____, 20____, at a meeting of the Board of Directors of

_____, a corporation,

held in the City of _____, State of _____,

with a quorum of the directors present, the following business was conducted:

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

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

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

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

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

HELD ON THE _____ DAY OF _____, 20__.

Secretary

By: _____
(Signature)

Print Name

Title

Date

ATTACHMENT F – FINANCIAL OFFER

Website will be available on the following date _____ to be used for purchasing crash reports in Louisiana.

A convenience fee of \$ _____ (not to exceed \$6.00) will be charged to each user purchasing a crash reported and collected by the Contractor.

_____ PERCENT of the processing fee will be paid to LSU CARTS each time a crash report is purchased using the website.