

REQUEST FOR PROPOSAL	LSU	BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		03/07/2023 02:00 PM CT

SOLICITATION RFQ-0000001852 SUPPLIER # SUPPLIER NAME AND ADDRESS <div data-bbox="177 394 789 606" style="border: 1px solid black; height: 100px; width: 100%;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Jene Troxclair Ledet Buyer Phone Buyer Email jeneledet@lsu.edu Issue Date 01/27/2023
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TITLE: Disaster Response, Mitigation, and Restoration Services

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SECTION 1: INTRODUCTION AND BACKGROUND

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 35,000 students from 50 states and more than 110 foreign countries. The University employs approximately 5,000 faculty and staff. LSU Alumni total more than 250,000. 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.

1.2 Purpose

The purpose of the Request for Proposal (RFP) is to obtain competitive Proposals as allowed by the Higher Education Procurement Code (LAC34.XIII.501.A.2) from bona fide, qualified Respondents who are interested in providing preparation, response, mitigation, and restoration services to LSU.

1.3 Goals and Objectives

LSU is vital to the State of Louisiana and beyond in the areas of academics, research, culture, athletics, and economic impact. Given its importance, LSU must strategically prepare and respond to the risks associated with natural or human-made disasters or catastrophic events that may adversely impact the University, such as floods, tropical storms, hurricanes, or large fires. As part of this effort, LSU wishes to partner with the best matched firm to serve as LSU’s disaster preparation, response, mitigation, and restoration supplier.

In order to meet the needs of the University, LSU wishes to contract with a firm capable of making LSU a “priority client,” including priority response time, priority service, priority access to materials and equipment, especially during an area-wide disaster or catastrophic event.

1.4 Key Challenges and Concerns

LSU is a large and complex institution, and therefore the firm selected by LSU must have the aptitude and depth of experience, expertise, capabilities, staffing, and leadership to provide the level and scope of services needed.

The Supplier must have the expertise to directly assist LSU in being in full compliance with the

University's insurance carriers' regulations and with regulatory agency requirements, including with the Federal Emergency Management Agency (FEMA) and the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).

The Supplier must have the capability to be a key partner in the University's twenty-four-hour Emergency Operations Center (EOC), which is based on the National Incident Management System (NIMS), to support and maintain operations of the University during such disasters.

SECTION 2: ADMINISTRATIVE INFORMATION

2.1 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 RFP, 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 Proposal; the presentation of a purchase order or contract to a Supplier.

Best and Final Offer (BAFO): In a competitive negotiation, the final Proposal 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 RFP is the Assistant Vice President for Procurement and Property Management for LSU.

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

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.

Fixed Cost: Costs that will be paid to the Supplier for the required services as entered into the Fixed Cost Services section of Attachment F. These costs will not change based on work performed and must be firm for the duration of the contract.

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.

Historically Underutilized Business (HUB): A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups. These individuals must have a proportionate interest and demonstrate active participation in the control, operation, and management of the corporation's affairs as certified by the General Services Commission.

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 RFP, 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 Proposal: A Proposal submitted without the necessary documentation and requirements as set forth in this RFP.

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.

Proposal: Document(s) submitted by the responsible Respondent pursuant to the Request for Proposals (RFP).

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 the 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.

Request for Proposal (RFP): Referred to as the "Solicitation" or the "RFP" in this document. A solicitation for Proposals 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.

Standard Cost Schedule: Respondents price list for additional services, labor, or materials not included in Attachment F.

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.

Variable Cost: The quantity/usage vary depending upon the services performed. These costs must be firm for the first two years of the contract, and thereafter may be subject to price adjustments.

Will: The term “will” denotes mandatory requirements.

2.2 Schedule of Events

Event	Date	Time (CST)
RFP Posted to LaPAC	1/27/2023	
Deadline for Receiving Written Inquiries.	2/10/2023	2:00 PM
Issue Responses to Written Inquiries	2/17/2023	
PROPOSAL DUE DATE AND TIME. Proposals received late for whatever reason will not be considered.	3/7/2023	2:00 PM
Written Clarifications/Presentations Please note that designated Respondents may be required to make oral presentations relative to their respective Proposals prior to the final selection of the Supplier. Those Respondents selected to make such presentation will be notified.	TBD	
Best and Final Offer (BAFO)	TBD	
Notice of Intent to Award Issued	TBD	
Contract Start Date (Proposed)	TBD	

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

2.3 Proposal Submittal

This RFP 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 RFP Coordinator with LSU Procurement Services.

Jené Ledet, RFP Coordinator
Louisiana State University
Procurement Services
213 Thomas Boyd Hall
Baton Rouge, LA 70803
E-Mail: jeneledet@lsu.edu
Phone: 225-578-5510

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 Request for Proposal.

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>

To submit a Proposal, LSU requests that eight (8) hard copies and two (2) electronic copies on separate flash drives in Word or “searchable” PDF format, of an original version of the Proposal be submitted to the RFP Coordinator at the address specified for the RFP Coordinator. At least one (1) copy of the Proposal must contain original signatures; that copy should be clearly marked as “ORIGINAL” or differentiated from the other copies of the Proposal. In addition, LSU requests that two (2) copies of a redacted version of the Proposal, including redacted versions of exhibits, attachments, and other components of the Proposal, be submitted, and be clearly marked as “REDACTED COPY”. One (1) REDACTED copy should be a hard copy and one (1) copy should be electronic on a flash drive in Word or PDF format. The copy of the Proposal with original signatures and a redacted copy will be retained for incorporation in any Contract resulting from this RFP.

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

Important - - Clearly mark outside of envelope, box, or package with the following information and format:

RFQ# 0000001852

Opening Date: 03/07/2023

Opening Time: 2:00 PM CST

Respondents are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. All mail is received at a central receiving location on Campus and then distributed appropriately.

Proposals may be delivered by hand or courier service or mailed through the U.S. Postal Services to our physical location at:

Louisiana State University
Procurement Services
213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001
Attn: Jené Ledet

Respondent is responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSU Procurement Services is not responsible for any delays caused by the Respondent’s chosen means of Proposal delivery. Failure to meet the Proposal opening date and time shall result in rejection of the Proposal. *Late Proposals cannot be accepted per LAC 34:XIII.515.B.* Rejected Proposals will not be opened.

Any Respondent who would like to view the opening of this solicitation can access the following link and can register in advance for this meeting using Passcode: 949044

<https://lsu.zoom.us/j/97521415954?pwd=aG1RR3Joa1Q2RzdYcEtuVEhsVWdJZz09>

After registering, a confirmation email will be received containing information about joining the meeting.

PROPOSALS SHALL BE OPENED PUBLICLY DURING THE ELECTRONIC BID OPENING AND ONLY RESPONDENTS SUBMITTING PROPOSALS SHALL BE IDENTIFIED. PRICES SHALL NOT BE READ.

2.4 Proposal Response Format

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

2.4.1 Executive Summary

Provide an executive summary as part of your Proposal. The executive summary should include the following information:

- A. A summary of your firm's key features that you believe best demonstrate the advantages to the University with selecting your firm for this Contract.
- B. A statement that you have the ability and commitment to perform all of the services described in Section 3: Scope of Work or described elsewhere in this RFP (except if noted as described below).
- C. A statement indicating if there are any required services listed in the RFP that you are unable to perform, in whole or in part. Include reference to an appendix where these exceptions should be clearly identified and explained. Only those exceptions identified in this single appendix will be considered; any others "distributed" across the proposal will be superseded by the provisions of this RFP and will not be considered or honored by LSU. For each exception listed, the Respondent should provide at least one alternative that the Respondent reasonably believes will be acceptable to LSU.
- D. A statement indicating if there are any contract terms that the Respondent wishes to negotiate. Include reference to an appendix where the items to be negotiated should be identified and explained. The selected Respondent will be required to enter into a contract that is substantially the same as the Sample Contract (Attachment E). However, the terms may be negotiated as part of the Negotiation process with the exception of provisions that are non-negotiable (see sections 2.24 and 2.26). In the above referenced appendix, the Respondent should address the specific language in the sample contract and note any exceptions or exact agreement deviations that their firm wishes to negotiate.

2.4.2 Certification Statement

The Certification Statement form (Attachment A) must be signed, dated, and submitted with the Proposal 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.

2.4.3 Minimum Qualifications Statement

The Minimum Qualifications Statement form (Attachment C) must be completed and submitted with the Proposal. This Attachment lists the minimum qualifications required of the Respondent. See section 3.1.

2.4.4 Numbering Format

Respondents should number their responses to the sections using the same numbering convention as presented in the RFP document as applicable. Each numbered section of the response should use the same section titles as identified in the RFP document. All required documents and information shall be provided for each section. Proposals that do not meet all requirements may be deemed as unresponsive

and removed from consideration. Respondents' proposals should be written and presented in a manner that best reflects the professionalism of the Respondent. The proposal should only include pertinent information that directly connects to the information requested in the RFP. The proposal should be clear, concise, and well-organized

2.4.5 Collateral Information

Please provide any collateral information as appendices. All appendices should be catalogued within the Proposal 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.

2.5 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 Proposal. The Financial Proposal will not be considered confidential under any circumstance. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this Procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1-44) 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 Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the Proposal 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 Proposal, specifying the specific section(s) of the Proposal sought to be restricted, with the following:

"The data contained in pages _____ of the Proposal 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 Proposal, 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 Proposal 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.

2.6 Proposal Clarifications Prior to Proposal Due Date

2.6.5 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 Proposal 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 Proposal 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 RFP section (even if an answer has already been given to an oral question during the Pre-Proposal conference) to the RFP Coordinator. All inquiries must be received by the time specified on the Inquiry Deadline date set forth in the Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

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

2.6.6 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 Proposals for a particular Procurement. All solicitations for competitive sealed Procurements identify a designated RFP Coordinator. 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 Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Respondent.

2.7 Errors and Omissions in Proposal

The University will not be liable for any error in the Proposal. Respondent will not be allowed to alter Proposal documents after the deadline for Proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in Proposals by the

University or the Respondent. The University, at its option, has the right to request clarification or additional information from the Respondent

2.8 Changes or Addenda

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

If the Respondent needs to submit changes or addenda, such shall be submitted prior to the Proposal Due Date and Time. Changes or addenda shall be signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant Proposal section. Such shall meet all requirements of the RFP.

2.9 Withdrawal of Proposal

A Proposal 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.

2.10 Waiver of Administrative Informalities

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

2.11 Cost of Proposal Preparation

All Proposals submitted in response to this RFP and any expenses incurred in fulfilling the requirements of this RFP 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 Proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFP are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the University.

2.12 Ownership of Proposal

All Respondents are hereby warned that any part of their Proposals 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 Proposal will be retained for incorporation by reference in any Agreement resulting from this RFP. Proposals marked, in its entirety, confidential or proprietary may be rejected and not considered. A request for cancelled solicitations and rejected proposals can be made in writing to Procurement Services at the Respondents expense.

2.13 Right to Reject

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.

In accordance with the provisions of Higher Education Procurement Code (LAC34: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.

2.14 Proposal Validity

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

2.15 Acknowledgement of Supplier Responsibility

The Supplier shall be required to assume responsibility for all items and services offered in the Proposal 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.

2.16 Written Clarification /Presentations

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

2.16.5 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.

2.17 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.

2.18 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.

Any Aggrieved Party 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.

2.19 Debriefings

Debriefings may be scheduled by the RFP Coordinator with Respondents after the “Notice of Intent to Award” has been issued.

2.20 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.

2.21 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.

2.22 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 Request for Proposals 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 Proposal is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Proposals 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 attached.

2.23 Supplier Diversity

LSU is dedicated to promoting the growth and development of diverse Suppliers (also referred to as Historically Underutilized Businesses (HUBs)) by providing University contracting and Procurement opportunities. The University strongly encourages Supplier Diversity participation in all Contracts for goods and services. Participation may be direct (Tier 1) or indirect (Tier 2). HUBs must be certified by a qualified third-party certifying agency.

The Supplier shall provide a detailed summary of its plan to engage diverse Suppliers through the delivery and implementation of Services, including a firm commitment to utilization of diverse Suppliers for incorporation into any Agreement with the University.

In the event a Contract is Awarded to a non-diverse Supplier who proposed a subcontracting plan, the University may audit the Supplier to determine whether the Supplier has complied with its subcontracting plan. Supplier shall provide University with a report of HUB utilization during the Contract period.

The Supplier must be able to provide supporting documentation to demonstrate its subcontracting plan was followed. If it is determined at any time by the University that the Supplier did not perform in good faith its subcontracting plan, the Supplier may be held in default of the Contract and the Contract may be terminated.

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 may be amended or severed from the Agreement without affecting any of the other terms of the Agreement.

2.24 Contract Award and Execution

Award shall be made to the Respondent with the highest points, whose Proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The RFP, 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 RFP. Refer to Non-Negotiable Contract Terms.

If any provisions of the contract resulting from this RFP 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.

2.25 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.

2.26 Non-Negotiable Contract Terms

In no event is a Respondent to submit its own standard Contract terms and conditions as a response to this RFP. 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 contract and submit their Proposal 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.

SECTION 3: SCOPE OF WORK

3.1 Minimum Requirements and Qualifications

The Supplier must have the aptitude and depth of experience, expertise, capabilities, staffing, and leadership to serve as LSU's disaster preparation, response, mitigation, and restoration supplier. The minimum requirements and qualifications in relation to this RFP are listed below. The Respondent must complete and submit with the proposal Attachment C- Minimum Qualifications Statement to verify Respondent's ability to meet these minimum requirements and qualifications.

- 3.1.1 Certification Statement:** Respondent must acknowledge that they have read and understand all requirements and specifications of the Request for Proposal (RFP), including attachments and exhibits, by completing and signing Attachment A – Certification Statement.
- 3.1.2 Contract for Services:** The Respondent must agree to enter into a contract that is substantially the same as the Sample Contract (Attachment E), but Respondent may identify any exceptions or deviations from the contract that the Respondent wishes to negotiate (excluding non-negotiable terms). See sections 2.22, 2.24 and 2.26.
- 3.1.3 Scope of Work:** The Respondent must verify that they have the capability and capacity to provide disaster or catastrophic event project management, preparation and response services, mitigation services, and restoration services to meet the University's needs and objectives as outlined in this RFP.
- 3.1.4 Priority Client:** The Respondent must agree to make LSU a "priority client," pledging to provide priority and timely services, with the staffing, equipment and resources necessary to effectively prepare for and respond to hurricanes and other catastrophic events, and at the costs included in the proposal. See section 6.1.2.
- 3.1.5 Experience:** The Respondent must have the depth of experience to provide the University with effective disaster response, mitigation and restoration services. To demonstrate Respondent's experience, the Respondent must have a minimum of three (3) years' pertinent experience and currently have three (3) or more clients of similar size and scope to LSU for whom the Respondent provides disaster response, mitigation, and restoration services. See section 5.6.
- 3.1.6 Professional Personnel and Skilled Workforce:** The Respondent must have the capability to provide the number and quality of professional personnel and skilled workforce necessary to provide LSU with effective disaster response, mitigation and restoration services. See section 5.7.
- 3.1.7 Equipment, Materials and Supplies:** The Respondent must own or have access to the equipment, materials, and supplies needed to provide LSU with effective and timely disaster response, mitigation and restoration services. See section 6.1.7.
- 3.1.8 Financial Proposal:** The Respondent must submit 1) Respondent's prices for the fixed cost services, markup percentage and variable cost services and 2) Respondent's standard cost schedule. See sections 3.4 and 7, and Attachment F.

- 3.1.9 Restrictions:** The following are not allowed: a cost plus contractual arrangement, using or piggybacking onto another supplier's contract; and a time and materials contract without a ceiling price.

3.2 Proposed Goods/Services

Supplier shall perform at minimum the below services, which should not be considered an all-inclusive list of services to be provided. Additional services may be added on an as needed basis, and at a mutually agreed upon price.

3.2.1 Project Management

- A. Provide experienced project managers to manage all projects for the University.
- B. Develop Standard Operating Procedures in coordination with the University that includes pre-planning for services to be performed in the event of a loss and includes information on key University and Supplier contacts.
- C. Provide training for LSU staff on any technology platform used to administer the services.
- D. Identify and provide reports upon request of the status of local equipment and resources available to LSU in the process for planning for a loss event.
- E. Ensure all sub-contractors comply with University requirements stipulated in awarded contract.
- F. Ensure that all work is delivered and documented in accordance with all Federal Emergency Management Agency ("FEMA") and insurance company requirements.
- G. Provide a Rough Order of Magnitude and an Initial Scope of Loss Report within 24 hours of each loss event.

3.2.2 Response and Mitigation Services

- A. Provide emergency response and mitigation services to include, but not limited to, the following:
 - a. Fire, smoke, and water damage mitigation.
 - b. Moisture control.
 - c. Heating ventilation and air conditioning (HVAC) decontamination and cleaning.
 - d. Microbial remediation.

3.2.3 Restoration Services

- A. Provide restoration services to include, but not limited to, the following:
 - a. Buildings and contents.
 - b. Telecommunications recovery.
 - c. Electronics restoration.
 - d. Media recovery.
 - e. Documents, books, and vital records recovery.
 - f. Equipment recovery.

3.2.4 Other Related Services

- A. Provide pre-loss assessments of key University buildings, with at least 50 buildings assessed annually. Assessments must include, but not be limited to, the following:
 - a. Executive Summaries that summarize the functional use of the building and highlights the items to note from the report, particularly any special needs that would be required to support the building post loss. (e.g., freeze drying)
 - b. General Building Information (COPE)
 - c. Key contacts for the location (as identified by LSU)
 - d. Operational Analysis -- an assessment of the critical infrastructure of the building including any limiting factors or logistical issues that would need to be addressed in the event of a loss.

- e. Engineering integration considerations (to include but not limited to power generation, HVAC, heating, and communications).
 - f. Detailed pictorials of key facility nodes centric to recovery considerations as well as general photos of the building interior and exterior.
 - g. Directions on how to access the building and its surrounding area.
 - h. Appropriate floorplans and utility plans that may be needed post-loss (provided by LSU Planning, Design, and Construction).
 - i. Asbestos Test Results and Plans (provided by LSU if available and building has been tested).
 - j. Other relevant information that will assist the Supplier and the University to prepare for losses.
- B. LSU shall retain ownership of all information compiled in the pre loss assessments. Upon termination of the contract, Supplier shall collaboratively transfer to LSU, at no cost, all data, records, electronic data, files, and materials that were collected about LSU or maintained for LSU.
- C. Upon request, provide training or table-top exercises to LSU staff on Supplier's services and procedures.

3.3 Service Requirements

3.3.1 Supplier will treat LSU as a priority client, and pledge to provide priority, timely services, equipment and supplies in response to a disaster or catastrophic event at the prices proposed in Attachment F.

3.3.2 Supplier shall perform all Response, Mitigation, and Restoration Services on as needed basis.

3.3.3 Supplier shall have a 24-hour emergency response number or other notification method, with a guaranteed one (1) hour return communication response to make contact and provide a preliminary assessment of the services required. (This is not a requirement to be onsite within 1 hour, rather a requirement for follow up contact within 1 hour of LSU utilizing the 24-hour emergency response notification).

3.3.4 After a preliminary assessment is made of the services required after a loss, the Supplier must be fully mobilized and onsite within 24 hours. However, in the event that immediate action is needed, the Supplier shall arrange to have workers on site in a more expedited time frame.

3.3.5 Supplier shall arrange for the equipment, resources, and adequate staffing needed to be prepared for and respond to a forecasted disaster event, including having a crew stay on or near campus, and staging equipment and resources on or near LSU's campus. Supplier will keep LSU informed on equipment availability and the expected response time for deploying the equipment.

3.3.6 Supplier shall perform all Services in compliance with all applicable laws, rules and regulations, and all policy and procedural requirements of the University. Any construction work governed by LA RS 38:2211 – 2261 requires prior approval from the University.

3.3.7 Supplier shall periodically attend meetings, either virtually or in-person, with LSU and other agencies, as needed, regarding pre-storm season planning, forecasted storm strategy meetings, post-storm debriefings, and so forth.

3.3.8 Supplier shall use its best efforts to cooperate and coordinate with Facility Services and Risk Management personnel and suppliers who may be involved or providing contemporaneous services.

3.3.9 In association with these services, Supplier must prepare notification, certification or any other documents that are required by applicable laws and shall also distribute and retain copies of all such documents as required by applicable laws.

3.3.10 At the completion of work, Supplier must provide LSU with a comprehensive final report with detailed information that summarizes all completed services provided by Supplier and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.

3.3.11 Supplier shall directly furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment, and services required to provide the services described in this RFP or any additional services proposed by the supplier. Any billing will be solely between LSU and the Supplier.

3.3.12 From time to time the Supplier shall participate and assist with training and planning exercises for LSU regarding disaster planning, response, mitigation, and restoration with respect to proposed services.

3.4 Review, Approval, and Payment of Services

3.4.1 All services performed by Supplier under this agreement shall be subject to the review and approval of the Contract Coordinator.

3.4.2 The Contract Coordinator shall decide all questions that may arise as to Supplier's obligations hereunder.

3.4.3 The University will pay all rates as submitted by the Supplier in Attachment F. If the item is not listed in Attachment F, then the price shall apply as listed on the Respondents standard cost schedule, which must be submitted with the proposal. The following conditions will apply for the term of the awarded contract:

- A. A daily rate shall be charged for each calendar day or portion thereof during which the equipment is utilized to perform services, regardless of the number of shifts on which the equipment is used during the day.
- B. A weekly rate shall be charged for each five-to-seven-day period during which the equipment is utilized to perform services.
- C. A monthly rate represents the maximum rate that will be charged for any item of equipment in any one month. For purposes of applying this rate, periods will begin on the day the work was started (i.e., if the work began on July 5 the end of the month would be August 4 - the monthly period would be from the 5th day of the current month to the 4th day of the month next following).
- D. LSU will only pay the rates as listed on Attachment F (or the Standard Cost Schedule if the item in question is not part of Attachment F). Thus, if the Supplier should rent any items listed on either Attachment F or the standard cost schedule to perform the services, LSU will not be responsible for any difference in the rental rate and prices quoted.
- E. All material prices provided in Attachment F (or the Standard Cost Schedule if the item in question is not part of Attachment F) shall be applied to all materials which are utilized in the performance of Services, whether shipped to the site from Supplier's inventory, shipped directly to the site from the Supplier's sources, or purchased locally by the Supplier from either an affiliated or non-affiliated entity.

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SECTION 4: EVALUATION

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

Evaluation Criteria	Possible Points
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 5)	30
TECHNICAL PROPOSAL (Section 6)	30
FINANCIAL PROPOSAL (Section 7)	28
VETERAN AND HUDSON INITIATIVE (Section 8)	12
Total Possible Points	100

The Proposal 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 Respondent Qualifications and Experience, Technical Proposal, Financial Proposal, 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.

4.1 Evaluation and Selection

4.1.1 Evaluation Team

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

4.1.2 Review and Evaluation (Points based on current RFP requirements)

The University reserves the right to accept or reject any Proposals and waive any informality in any Proposal submitted. All Proposals will be reviewed based on the criteria set forth in this document.

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SECTION 5: RESPONDENT QUALIFICATIONS AND EXPERIENCE

5.1 Management Proposal

In this section, the Respondent will provide general information about the company's background and experience. This narrative should include the Respondent's legal structure (i.e., an LLC, a corporation), Federal tax identification number, principal place of business, where incorporated or otherwise legally established, and location of US headquarters, if different.

We also seek information on the names, titles, and tenure of the top five (5) officers of the company (or its subsidiary responsible for this project), the company's organizational structure (i.e., org chart), number of years in business, any change in ownership within the past ten (10) years (or any forthcoming changes) and the average number of employees for each of the past three years by category.

Finally, a brief history of the company, products and services should be included; along with sales growth in the postsecondary education market and other pertinent information to demonstrate financial strength, integrity, experience, and industry focus.

5.2 Respondent Financial Information

This section must include documents to demonstrate the Respondent's financial stability. The Respondent should provide the latest financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate both its financial strength and stability and its capability, as well as the capability of each of its subcontractors (if applicable) to carry out the Services.

5.3 Supplier Diversity Participation

Respondents who are certified Historically Underutilized Businesses (HUBs) or who will demonstrate its intent to use of one or more certified HUBs as subcontractors shall be favorably considered in evaluation and Award of this RFP. To obtain favorable consideration Non-Historically Underutilized Businesses(HUBs) Respondents shall provide documentation and information supporting a subcontracting plan with the Proposal.

Subcontracting plan to include:

- A. The HUB Response Form (must be included with Respondent's Proposal)
- B. Details on the scope(s) of work to be performed by HUBs
- C. Indicate the percentage your company will subcontract with HUBs over term of the Contract.
- D. Contracts between Respondent and certified Hub subcontractor(s) to be utilized in the execution of this Contract
- E. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with HUBs (i.e., does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize, or solicit HUBs for contract opportunities, provide certification assistance, etc.?) Please provide examples.

5.4 Subcontractor Information

The Respondent should provide the below information to clarify the role and extent of involvement that subcontractors or other third parties will have in Respondent's fulfillment of the requirements of this RFP:

- A. Provide a list of subcontractors who will be utilized to provide services to LSU, including a description of work to be performed, such as mitigation services, restoration services, equipment operation, demolition, etc.
- B. Provide a list of key third parties/businesses who may be utilized by the Respondent to provide products, supplies, equipment, storage facilities, trailers, etc. to fulfill the obligations of the contract. Include a description of the resources to be provided by the third party. Also, describe the Respondent's agreement or arrangement with the third party.

5.5 Respondent Qualifications

- 5.5.1** Provide a summary of the key qualifications that best illustrate the Respondent's aptitude and depth of experience, expertise, capabilities, staffing and leadership to serve as LSU's disaster response, mitigation, and restoration supplier.
- 5.5.2** Briefly describe 1-3 features or qualifications that distinguish Respondent's company from its main competitors who provide disaster response and restoration services; and provide summarized examples of any projects or work performed which support the differentiating features or attributes of your company.

5.6 Respondent Experience

- 5.6.1** Provide the number of years' experience the Respondent has with providing successful disaster response, mitigation and restoration services to entities similar in size and scope to LSU. Respondent must have at a minimum three (3) years' pertinent experience.
- 5.6.2** For comparable clients, provide the number of higher education, public, and private entities of similar size and scope to LSU for whom you currently provide disaster mitigation and restoration services. Of these, select three (3) clients and provide the following for each: client's name and location; number of years you have done work for the client; a description of a recent large loss event to which you provided services along with the specific types of services provided.
- 5.6.3** For references, provide the following information for three (3) public agencies or higher education institution clients of similar size to LSU: client name and location; client contact person's name with email address and phone number; the number of years you have provided your services.

Clients included in section 5.6.2 may also be used as one or more of your references. If the Respondent does not have three public or higher education clients, then you can replace with other clients of similar size and scope, including the nature of the entity's business.
- 5.6.4** To demonstrate your experience, provide a brief overview of two (2) success stories of your services delivered to similar sized clients, highlighting how, or ways in which, your work led to successful results for your client.
- 5.6.5** To demonstrate your experience with FEMA, provide a description of your experience with working on FEMA funded losses and provide examples of such work that demonstrates your ability to meet the requirements of FEMA.

5.7 Personnel Qualifications

- 5.7.1** Provide the name, title and office location of the individual who will have overall responsibility for LSU's account.
- 5.7.2** Provide a description of the office from which the Respondent intends to service LSU's account. Include the office's address, number of employees in that office, the top three (3) clients serviced by that office, and the specific experience with similar-sized or complex accounts overseen by that office.
- 5.7.3** Provide the names and functions of all personnel who will play key roles in the development, implementation, and administration of LSU's account. Include the resumes for the designated key staff that illustrates the experience each individual has for the tasks, services, and deliverables listed in Section 3: Scope of Work. Include an organizational chart for these identified employees who will work on LSU's account.
- 5.7.4** Provide details regarding the project manager(s) who will work on LSU's account, including:
 - A. Explain how many project managers will work on LSU's account.
 - B. Explain if the project manager(s) assigned to handle projects for LSU will have three (3) or more years of experience handling disaster response, mitigation and restoration services for a major hurricane or other catastrophic events.
 - C. Indicate if it is possible to have a primary experienced project manager designated to work on LSU's account.
 - D. Indicate if the primary project manager is, or can be, located in close proximity to the University.
- 5.7.5** Provide a description of the workforce or laborers who will provide LSU with the actual onsite disaster response, mitigation and restoration services, including source of labor, number of workers available, training, skills and experience. Include a description of the Respondent's ability to provide the skilled laborers needed to be on site for a hurricane or other catastrophic event.

SECTION 6: TECHNICAL PROPOSAL

Through your responses below, the Respondent should address or describe how your firm will meet all the requirements of this RFP, with particular attention to Section 3: Scope of Work.

6.1 Overall Services and Proposed Project Work Plan

- 6.1.1** Define Respondent's contemplated functional approach and methodology in providing the services to LSU, including plans, methods, staffing, resources, technologies, key dates, and milestones.
- 6.1.2** Describe what Respondent will commit to LSU as a "priority client" at the time of a disaster or catastrophic event, including priority response time, priority service, priority access to materials and equipment. Describe how this differs from new or existing non-priority clients, especially during an area-wide catastrophe.
- 6.1.3** Describe Respondent's strategy, logistics, and guarantee of services at the time of a disaster or catastrophic event.
- 6.1.4** Describe Respondent's cost development process and how prices are determined. Include a description of Respondent's locked-in or guaranteed pricing agreements.
- 6.1.5** Provide Respondent's strategy and outcomes for developing a standard operating procedure (SOP) with LSU.
- 6.1.6** Describe the communication plan and process that will be used for coordination between Respondent and LSU staff. Describe LSU's expected role and participation in relation to the Respondent providing the services. Provide a sample procedure as how LSU staff would engage Respondent's services and the information that will be required from LSU.
- 6.1.7** Describe Respondent's ownership of, or access to, sufficient equipment, materials, and supplies needed to provide LSU with effective and timely disaster response, mitigation and restoration services. Include a description of a) the Respondent's on-hand or readily available resources and b) the Respondent's ability to secure additional resources that may be needed.
- 6.1.8** Describe Respondent's approach to project management and quality assurance, including the integration of any third-party supplier or subcontracted services or equipment.
- 6.1.9** Describe Respondent completeness, accuracy, quality of work, and reporting standards including summaries of actual work performed and final invoice backup documentation.
- 6.1.10** Provide Respondent's Best Practices or Continuous Process Improvement practices applicable for the services to be provided to the University.
- 6.1.11** Describe Respondent's information/data system capabilities and what access LSU will have to LSU's information and data created, collected, or compiled by Respondent.
- 6.1.12** Describe Respondent's ability to deliver the services outlined in Section 3: Scope of Work in accordance with all Federal Emergency Management Agency ("FEMA") and insurance company requirements, to maximize the potential for payment of FEMA and insurance claims.

- 6.1.13** Provide details concerning providing information in accordance with FEMA needs, such as individual costs “per structure”; or such as payroll (by individual/title/rate), materials “per structure,” etc. (Aggregated location data is not allowed as it is not sufficient for FEMA supporting information.)
- 6.1.14** Provide details regarding how Respondent will create and maintain daily activity reports, inventory and equipment logs, and labor details. Explain how Respondent will submit invoices and provide a sample invoice. In addition, explain how Respondent will submit invoices so that claim recovery through FEMA or insurance companies will be maximized. (Aggregated data is not allowed. It is necessary for information to be provided “per structure,” as well as “per type of peril” --wind versus flood damage.)
- 6.1.15** Explain willingness to allow other campuses under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to utilize the services awarded via this RFP in a supplemental capacity. See section 9.4.

6.2 Response and Mitigation Services

- 6.2.1** Describe in summary fashion Respondent's response and mitigation services and experience, especially with regards to large weather or manmade events, such as a hurricane, flood, large fire.
- 6.2.2** Describe Respondent's 24/7/365 emergency response protocols, including your expected response time to LSU in the event of a catastrophic loss. Also, include an explanation of how your protocols would be affected in the event of a regional catastrophic loss, involving not only LSU but also your other regional clients.
- 6.2.3** Describe Respondent's capabilities in identifying and reporting the root cause of loss and suggested preventive measures, when applicable.
- 6.2.4** Describe Respondent's process for the coordination of work with respect to scheduling, building access, safety, security, deployment of work, tools, equipment, and vehicles to minimize disruption.
- 6.2.5** Describe Respondent's equipment and resource capabilities in preparation and response to a forecasted disaster event -- with staging equipment and resources on or near LSU's campus, including equipment availability and response time in deploying the equipment.
- 6.2.6** Describe Respondent's staffing capabilities preparation and response to a forecasted disaster event, including having a crew stay on or near campus to ride out a hurricane or other event.
- 6.2.7** Describe any additional response and mitigation services that will assist in assessing Respondent's capabilities.
- 6.2.8** Describe the Respondent's understanding of the building codes and environmental requirements of Louisiana and federal laws as they relate to this RFP.
- 6.2.9** Describe Respondent's ability to provide board-up and tarping services along with other temporary repairs outlined by FEMA guidelines following a catastrophic event and process for identifying areas that have been affected, determining the restorability.

- 6.2.10** Describe Respondent's capabilities to mitigate areas infiltrated by water, including Class 3 water and the water damage mitigation and applied structure drying; include the process used to assess loss damage and mitigation needs, extract water from property, set up drying equipment, and monitor loss drying process.
- 6.2.11** Describe Respondent's remediation service specialties, including an explanation of expertise, experience, and capacity.

6.3 Restoration Services

- 6.3.1** Describe in summary fashion Respondent's restoration services and experience.
- 6.3.2** Provide an overview of Respondent's use of psychometrics and equipment placement to measure and quantify the drying to ensure that materials are at normal moisture levels before removing dehumidification equipment; submit a summary of Respondent's capability in this area along with sample completed drying charts showing equipment placement and psychometric calculations utilized to determine equipment quantities and placement based upon ambient conditions and dehumidification requirements.
- 6.3.3** Provide an overview of Respondent's approach to mold contamination and remediation; include outline of setting up mold contamination containment, setting up remediation equipment, and removing contamination per protocols.
- 6.3.4** Provide an overview of Respondent's approach to fire, smoke and soot cleanup and restoration. Include process in determining the source of the fire/smoke/soot; identifying areas that have been affected, board-up services; determining restorability of contents; inventorying; structural and contents cleaning & deodorization; window cleaning; proper structure preparation for restoration or reconstruction services.

6.4 Related Services Including Pre-Loss Assessment and Training

- 6.4.1** Describe in summary fashion Respondent's pre-loss preparation and loss assessment/risk analysis services. Include any services that will assist LSU to rapidly, efficiently and cost effectively respond, mitigate, and recover from any damage or interruption due to either natural or manmade causes.
- 6.4.2** Describe Respondent's standards and abilities regarding pre-storm season planning and working with LSU personnel and other agencies.
- 6.4.3** Describe your process for conducting holistic assessments of LSU campus location and facilities which provide composite overviews as related to pre-event planning.
- 6.4.4** Describe your capabilities and approach to provide pre-loss assessments of LSU's buildings (at least 50 buildings each contract year required). Include a sample pre-loss assessment report.
- 6.4.5** Describe your capabilities and willingness to provide, participate in, or assist with training and planning exercises for LSU regarding disaster planning, response, mitigation, and restoration with respect to the proposed services.

6.4.6 Describe any related additions, enhancements, or alternatives approach to services or approach that the Respondent suggests or recommends that may be beneficial to the University. These suggestions should be directly related to disaster preparation, mitigation and restoration services.

SECTION 7: FINANCIAL PROPOSAL

The following financial criteria will be evaluated:

The maximum number of points awarded for this criterion will be 28. The Respondent that provides the lowest Total Proposed Cost (TPC) for all services will be awarded the full points. Points for other Respondents shall be prorated based on the cost for each Respondent compared to the lowest cost Respondent. Prices proposed by the Respondents shall be submitted in Attachment F. Prices proposed shall be firm.

The information provided in Attachment F will be used in the Financial Evaluation to calculate lowest evaluated cost, which will include both the Total Fixed Cost (TFC) and the Total Variable Cost (TVC). The total fixed cost will be calculated by adding the fixed costs from years 1-3. A sealed pricing model will be used to determine the variable cost. The pricing model will be made available on or after the proposal due date. It will include multiple common loss scenarios utilizing information from Attachment F. The total cost for each scenario will be added together to determine the total variable cost. A Respondent's total cost will be their total fixed cost (TFC) plus their total variable cost (TVC). The Standard Cost Schedule will not be a factor in the Financial Proposal Score.

A Respondent's base cost score will be computed as follows:

$$BCS = (LPC/TPC \times 28)$$

Where: BCS = Computed cost score (points) for Respondent being evaluated

LPC = Lowest proposed total cost of all Respondents

TPC = Total cost of Respondent being evaluated

FPP = Financial Proposal Points

Note: For any value of LPC or TPC for which the proposed value is \$0, a value of \$0.01 shall be utilized for calculation purposes.

SECTION 8: VETERAN AND HUDSON INITIATIVE

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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 Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the Contract and at expiration, the 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 RFP'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 Proposal 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 Proposals, 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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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.

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Respondents who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Veteran/Hudson Initiative Verification must be completed and submitted with the Respondent's proposal in order to be considered for Award. Reserved points shall be awarded to the applicable Respondents' evaluation score as follows:

Respondent Status and Allotment of Reserved Points

The formula for the Hudson/Veterans subcontractor calculation is $(A/B)*C=D$ where A = the eligible subcontractor work; B = the estimated value of the three-year contract being evaluated; C = the number of Hudson/Veterans reserved points; and D = point earned.

- 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 RFP.
- 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 RFP.
- 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 Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

VETERAN/HUDSON INITIATIVE VERIFICATION MUST BE COMPLETED IN ORDER TO RECEIVE ANY APPLICABLE VETERAN/HUDSON INITIATIVE POINTS.

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SECTION 9: GENERAL INFORMATION

9.1 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.

- A. The obligations of Supplier or subcontractor under this Section shall survive the termination of this Contract.
- B. 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.

9.2 Use of Subcontractors

The Supplier selected through this RFP 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 RFP. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements unless otherwise stated in this RFP. However, FEMA and other federal requirements concerning the University's procurement of the single prime Supplier shall also apply to the Supplier's hiring of subcontractors.

If it becomes necessary for the Supplier to use subcontractors, the University urges the Supplier to use Louisiana suppliers, but requires the Supplier to follow FEMA and other Federal requirements such as including small and emerging businesses, women owned businesses, small entrepreneurship, a veteran or service-connected disabled veteran-owned small entrepreneurship or diverse suppliers, if practical. In all Events, any subcontractor used by the Supplier should be identified to the University.

The Supplier shall assume total responsibility for its subcontractor's compliance to all relevant requirements of the RFP and contract.

9.3 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Respondent has considered all Proposals 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.

9.4 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. Campuses include: Louisiana State University and Agricultural & Mechanical College, LSU AgCenter, LSU Alexandria, LSU Eunice, LSU Health New Orleans, LSU Health Shreveport, Pennington Biomedical Research Center, LSU Shreveport. All campuses other than Louisiana State University and Agricultural & Mechanical College must utilize the existing Louisiana Statewide Remediation and Emergency Services Prepositioned Contract for damages involving an insurance claim or any damages being handled under a FEMA Public Assistance Grant, but may request usage of the services awarded via this RFP in a supplemental capacity.

9.5 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 \$5,000,000 per occurrence and \$10,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

If work performed includes handling Class 3 water, asbestos or other hazardous materials, the contractor shall also provide evidence of Pollution coverage, both first party (clean up) and third-party liability with limits not less than \$5,000,000.

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. The employee versus employee exclusion shall be removed.

Excess Insurance

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

Professional Liability (Errors and Omissions)

Professional Liability (Errors and Omissions) to cover wrongful acts in relation to the contracted work performed for LSU with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.

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.

9.6 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.

9.7 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.

9.8 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 (LAC34: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.

9.9 Term

The University intends to enter into an Agreement for a period not to exceed 5 years. The Agreement will be for an initial term of 3 years. At the option of LSU and acceptance by the supplier, the Agreement may be renewed for 2 additional twelve (12) month period(s). Fixed costs must be firm for the duration of the contract.

Variable costs and the costs provided in the Standard Cost Schedule are to be firm for the first two (2) years of the contract. Thereafter, the costs may be subject to price adjustments on the anniversary date of the contract, only if the Supplier can provide evidence to substantiate any claim for price increases. Supplier shall notify the University of the proposed price adjustments sixty days before the anniversary date of the contract to be effective upon the anniversary date of the contract. All price adjustments shall be subject to approval from LSU Procurement and LSU Office of Risk Management. In the event of a reduction in the price during the entire term of the contract, the prices to the University shall be reduced in the amount and manner as the greatest reduction in price granted to any political subdivision.

9.10 Payment

9.10.1 Electronic Payments

- a. Supplier is expected to enroll in either the Bank of America PayMode or ePayables system.

The PayMode system requires the supplier to accept electronic Automated Clearing House "ACH" payment transactions. Information and enrollment materials can be found at <http://www.paymode.com>. A Bank of America account is not required to enroll in PayMode.

OR

The ePayables system requires the Supplier to accept "ePayables ghost card" payments for settlement of invoices. ePayables is available to any supplier capable of accepting VISA credit card payments.

9.10.2 Payment Terms

- Net 60, unless otherwise negotiated during contract negotiations.

9.10.3 Late Payments

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

9.11 Taxes

LSU is exempt from all Louisiana state and local sales and use 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 RFP and any subsequent Agreement between the University and Supplier.

9.12 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 from LSU Procurement Services. 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.

9.13 Audit/Retention of Records

9.13.1 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.

9.13.2 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.

9.14 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Supplier's Proposal or any other required submissions, the inconsistency shall be resolved by giving precedence fully executed contract and amendments, then to the RFP and subsequent addenda (if any) and finally, the Supplier's Proposal or other submissions.

9.15 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP 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.

9.16 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and Contracts submitted are subject to provisions of the laws of the State of Louisiana, the Higher Education Procurement Code (LAC34:XIII), Procurement policies and procedures; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

9.17 Termination

9.17.1 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.

9.17.2 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.

9.17.3 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.

9.18 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.

9.19 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 Proposal.

9.20 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.

9.21 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).

9.22 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.

9.23 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.

9.24 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.

9.25 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. **(Only applicable to software)**

- A. Supplier further warrants that it has the right to provide and or license its software product to the University and that it will operate in accordance with this solicitation. In the event of a material failure of Supplier's software product to function and operate, and/or failure by the Supplier to perform its obligations, in accordance with the terms and conditions of the contract/s that results in the termination of the contract/s for cause by the University, the University will not be obligated to compensate the Supplier of any costs incurred by Supplier.
- B. *Period of Coverage.* The Warranty period for software and system components covered under the Contract/s will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate based upon negotiated terms thereafter.
- C. *Free from Defects.* Supplier warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Supplier will, without additional charge to the University, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the University.
- D. *Software Standards Compliance.* Supplier warrants that all software/hardware and other products delivered hereunder will comply with University specifications.
- E. *Software Performance.* Specific operating performance characteristics of the software/hardware provided hereunder are warranted by the Supplier.
- F. *No Surreptitious Code Warranty.* Supplier warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the University. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

9.26 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.

9.27 Licenses and Permits

Supplier shall obtain and maintain at its own expense all licenses, permits, and other approvals required by Federal, State, and local governments. These documents shall be made available to University personnel when so requested by the University.

9.28 Severability

If any term or condition of this RFP, 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.

9.29 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.

9.30 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.

9.31 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

9.32 **Parking and Transportation**

Should Supplier access the University, Supplier's employees, subcontractors, vendors, and suppliers will conform to the regulations of LSU Parking & Transportation Services. Expenses of parking at the University shall be borne by Supplier or its employees, subcontractors, and vendors. Information regarding the University's parking rules and regulations can be obtained from LSU Parking & Transportation Services.

ATTACHMENT A - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specification of the Request for Proposal (RFP), 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 Proposal and authorized signature below, Respondent certifies and agrees that:

- The information contained in its response to this RFP is accurate;
- Respondent complies with each of the Mandatory Requirements listed in the RFP 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 RFP;
- Respondent has considered all Proposals 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 Proposals will be considered valid until award is made; and,
- 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 a Proposal, 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

ATTACHMENT B - HUB PARTICIPATION RESPONSE FORM

This form must be completed for any of consideration to be given for Section 5.3: Supplier Diversity Participation. All supporting documentation must be submitted with the Proposal clearly labeled within this section. Failure to submit this form for verification of HUB participation will result in no consideration.

1. Respondent(s) is a certified HUB. YES NO

If yes, complete the following:

- Indicate diverse classification(s).

Disabled Disadvantaged Minority Small Veteran Women

- Provide the below and any supporting documentation for certificate(s):

Certifying Agency(ies): _____
Certificate Name(s): _____
Certification Number(s): _____
Certificate Expiration Date(s): _____

2. Respondent(s) is not a certified HUB but has engaged one or more certified HUBs to participate as subcontractors. YES NO

If yes, list the certified HUBs below and provide clearly labeled supporting documentation:
if multiple HUBs, use additional pages.

Company Name: _____
Address: _____
Contact Person: _____
Contact Email: _____
Contact Phone Number: _____
Total Subcontract Amount: _____

- Indicate diverse classification(s).

Disabled Disadvantaged Minority Small Veteran Women

- Provide the below with any supporting documentation for certificate(s):

Certifying Agency(ies): _____
Certificate Name(s): _____
Certification Number(s): _____
Certificate Expiration Date(s): _____

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT C - MINIMIM QUALIFICATIONS STATEMENT

This attachment must be completed and submitted with the proposal. Respondents that do not respond “Yes” to the following and include the required documentation with their proposal may be rejected from further consideration.

Name of Respondent: _____

Yes	No		QUESTIONS	Documentation Required with Proposal
<input type="checkbox"/>	<input type="checkbox"/>	1.	<u>Certification Statement</u> : Does the Respondent acknowledge that they have read and understand all requirements and specifications of the Request for Proposal (RFP), including attachments and exhibits?	Complete and sign Attachment A - Certification Statement
<input type="checkbox"/>	<input type="checkbox"/>	2.	<u>Contract for Services</u> : Does Respondent agree to enter into a contract with LSU that is substantially the same as the Sample Contract (Attachment E) and has identified any exceptions or deviations from the contract that the Respondent wishes to negotiate?	Provide verification in Respondent’s Executive Summary as described in RFP Section 2.4.1. Plus, if applicable, include the referenced appendix with any exceptions identified and explained.
<input type="checkbox"/>	<input type="checkbox"/>	3.	<u>Scope of Work</u> : The Respondent must verify that they have the capability and capacity to provide disaster or catastrophic event project management, preparation and response services, mitigation services, and restoration services to meet the University’s needs and objectives as outlined in this RFP.	Provide verification in Respondent’s Executive Summary as described in RFP Section 2.4.1. Plus, if applicable, include the referenced appendix with any exceptions identified and explained.
<input type="checkbox"/>	<input type="checkbox"/>	4	<u>Priority Client</u> : Does Respondent agree to make LSU a “priority client,” pledging to provide priority and timely services, with the necessary staffing, equipment and resources, and at the costs included in the proposal?	Provide details in Respondent’s response to Section 6.1.2 of the RFP.
<input type="checkbox"/>	<input type="checkbox"/>	5.	<u>Experience</u> : Does the Respondent have a minimum of three (3) years’ relevant experience and currently have three (3) or more clients of similar size and scope to LSU for whom the Respondent provides disaster response, mitigation, and restoration services?	Provide details in Respondent’s response to Section 5.6 of the RFP.
<input type="checkbox"/>	<input type="checkbox"/>	6.	<u>Professional Personnel and Skilled Workforce</u> : Has the Respondent committed to providing the number and quality of professional personnel and skilled workforce needed to provide LSU with effective disaster response, mitigation and restoration services?	Provide details supporting commitment in Respondent’s response to Section 5.7 of the RFP.

<input type="checkbox"/>	<input type="checkbox"/>	7.	<u>Equipment, Materials and Supplies:</u> Has the Respondent committed to ensuring availability of the equipment, materials, and supplies needed to provide LSU with effective and timely disaster response, mitigation and restoration services?	Provide details supporting commitment in Respondent's response to Section 6.1.7 of the RFP.
<input type="checkbox"/>	<input type="checkbox"/>	8.	<u>Financial Proposal:</u> Has the Respondent submitted 1) Prices for the fixed cost services, markup percentage and variable cost services and 2) Respondent's standard cost schedule?	Complete and submit 1) Attachment F – Financial Proposal and 2) provide a price list for additional services, labor, or materials not listed in Attachment F.

Question Number	Provide an explanation of any "no" answers to above questions

ATTACHMENT D - VETERAN/HUDSON INITIATIVE VERIFICATION

This form must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation must be submitted with the Proposal clearly labeled within this Attachment. 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, indicate which initiative applies, Hudson Initiative or Veteran Initiative:

Initiative: _____

If yes, provide Certificate Number and any supporting documentation:

Certification Number: _____

2. Respondent is not a certified small entrepreneurship but demonstrates its intent to use certified small entrepreneurship(s) in the performance of the contract work resulting from this solicitation.

YES NO

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

a. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Amount of Subcontract: _____

b. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Amount of Subcontract: _____

c. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Total Amount of Subcontract: _____

d. Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____
Total Amount of Subcontract: _____

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: _____
Address: _____
Phone Number: _____
Certification Number: _____

b. Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____

c. Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT E - SAMPLE CONTRACT



**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE,
PARISH OF EAST BATON ROUGE**

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **SUPPLIER'S NAME ADDRESS, CITY, STATE, ETC.** (hereinafter referred to as "Supplier").

ARTICLE I TERM

- 1.0** The term of this Agreement shall be for three (3) years, commencing on _____ ("Begin date") and ending on the day immediately preceding the third (3rd) anniversary of the Begin date ("End date"). This Agreement may be extended for two (2) additional twelve (12) month periods, subject to the mutual Agreement of LSU and Supplier.

ARTICLE II SCOPE OF WORK

- 2.0** In accordance with the specifications outlined in the RFP document, Attachment I provides the scope of work, tasks, and deliverables the University requires of the Supplier.

ARTICLE III UNIVERSITY OBLIGATIONS

- 3.0** University Obligations
- 3.1 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews.
- 3.2 The University will provide Campus mail services, under policies and rules governing its use as provided for in PS-91.
(<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>)

ARTICLE IV CONTRACT MODIFICATIONS

- 4.0** Contract Modifications
- 4.1 No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
- 4.2 Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Supplier change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

ARTICLE V FUND USE

- 5.0** 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.

ARTICLE VI HEADINGS

- 6.0** Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

ARTICLE VII DIVERSITY

- 7.0** Diverse Suppliers

LSU is committed to fostering innovation and entrepreneurship by using diverse suppliers. A summary of the University's commitment to diverse suppliers can be found at the following link:

<https://www.lsu.edu/administration/ofa/procurement/supplierdiversity/index.php>.

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.

Tier 2 HUB Spend Reporting: Tier 2 spend is spend reported by primary (non-diverse) suppliers of LSU who subcontract work to or make purchases from a diverse supplier. During the term of the contract and at expiration/termination, primary (non-diverse) suppliers may be asked to submit Tier 2 reporting of spend with HUB suppliers on a mutually agreed upon schedule (e.g. quarterly, annually). Awarded Supplier may be asked to utilize LSU's third-party software for reporting Tier 2 spend.

The University may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. Failure to uphold proposed amounts can negatively impact Supplier in future procurements and contracts.

ARTICLE VIII TERMINATION

- 8.0** Termination

- 8.1** Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement 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 either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

- 8.2 Termination for Convenience: The University may terminate this 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. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 8.3 Termination for Non-Appropriation of Funds: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of 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.

ARTICLE IX
OWNERSHIP

9.0 Ownership

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

ARTICLE X
INDEMNIFICATION

10.0 Indemnification

- 10.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.
- 10.2 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.
- 10.3 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.

ARTICLE XI
UNIVERSITY NAME AND LOGO USE

- 11.0** The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the

University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

ARTICLE XII
USE OF UNIVERSITY FACILITIES

- 12.0** Any property of the University furnished to the Supplier shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this contract.
- 12.1 The Supplier shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Supplier or which results from the failure on the part of the Supplier to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Supplier. Upon the happening of loss, or destruction of, or damage to property of the University, the Supplier shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.
- 12.2 The Supplier shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Supplier under this section shall include any of its employees, agents, or Subcontractors.

ARTICLE XIII
FACILITY AND CONSTRUCTION OVERSIGHT

- 13.0** Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Subject to Article IX, upon the termination or expiration of this Agreement, Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's Equipment (defined below), in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

ARTICLE XIV
WAIVER

- 14.0** Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

ARTICLE XV
WARRANTIES

- 15.0** 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.

This paragraph may only apply when software is involved. No Surreptitious Code Warranty. Supplier warrants that Supplier will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any

other such actions. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support.

ARTICLE XVI

TAXES

- 16.0** Supplier agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

ARTICLE XVII

DISCRIMINATION CLAUSE

- 17.0** The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARTICLE XVIII

ACCESSIBILITY

- 18.0** 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.

ARTICLE XIX

LICENSES AND PERMITS

- 19.0** Supplier shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

ARTICLE XX

SUBCONTRACTORS

- 20.0** The Supplier may enter into subcontracts with third parties for the performance of any part of the Supplier's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the University for any breach in the performance of the Supplier's duties. The Supplier will be the single point of contact for all Subcontractor work.

ARTICLE XXI

INSURANCE

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 \$5,000,000 per occurrence and \$10,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

If work performed includes handling Class 3 water, asbestos or other hazardous materials, the contractor shall also provide evidence of Pollution coverage, both first party (clean up) and third-party liability with limits not less than \$5,000,000.

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. The employee versus employee exclusion shall be removed.

Excess Insurance

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

Professional Liability (Errors and Omissions)

Professional Liability (Errors and Omissions) to cover wrongful acts in relation to the contracted work performed for LSU with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.

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.

**ARTICLE XXII
PAYMENT TERMS**

21.0 Payment Terms

- 21.1 The University shall pay Supplier for services rendered in accordance with the prices set forth in Attachment F of this RFP. If pricing is not available in Attachment F, then the price shall apply as listed on the proposer's standard cost schedule, which must be submitted with the proposal. The Supplier may invoice the fixed cost outlined in Attachment II to the University quarterly (for one-fourth of the annual contract cost). The Supplier may invoice the University monthly for labor, equipment, and materials charges associated with a loss. These invoices are subject to a review and audit by the University's designated property adjuster before payment. Payments will be made by University check or electronic funds transfer within approximately sixty (60) days after receipt of a properly executed invoice, and approval by University. Invoices submitted without supporting documentation will not be approved for payment until the supporting information is provided.
- 21.2 Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.
- 21.3 All travel at the University expense is subject to the provisions of LSU PM-13. Quoted travel costs which are itemized are not final and will be reviewed once the final invoice is received. LSU will only pay those travel costs which are in accordance with approved state rates.

**ARTICLE XXIII
SUBSTITUTION OF PERSONNEL**

- 22.0** If, during the term of this 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 proposal.

**ARTICLE XXIV
NOTICES**

- 23.0** 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:

Michele Montero
Assistant Vice President for Procurement & Property Management
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2176
Fax: 225-578-2292

With copy to:

Jené Ledet
Commodity Manager
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-5510
Fax: 225-578-2292

**ARTICLE XXV
ASSIGNMENT**

24.0 The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, and conveyed, sublet or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

**ARTICLE XXVI
CODE OF ETHICS**

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

**ARTICLE XXVII
CONFIDENTIALITY**

26.0 All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Supplier in order to carry out this contract, shall be protected by the Supplier from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Supplier. If the methods and procedures employed by the Supplier for the protection of the Supplier's data and information are deemed by the University to be adequate for the

protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Supplier shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Supplier's possession, is independently developed by the Supplier outside the scope of the contract, or is rightfully obtained from third parties.

ARTICLE XXVIII
INFORMATION SECURITY

27.0 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.

ARTICLE XXIX
CONTRACT CHANGES

30.0 No additional changes, enhancements, or modifications to any contract resulting from this RFP 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.

ARTICLE XXX
CONTRACT CONTROVERSIES

31.0 Any claim or controversy arising out of this contract shall be resolved by the University Pilot Procurement Code, LAC 34:XIII.1503.

ARTICLE XXXI
RIGHT TO AUDIT

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

ARTICLE XXXII
SECURITY

33.0 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. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security

ARTICLE XXXIII
ANTI-KICKBACK CLAUSE

34.0 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.

ARTICLE XXXIV
CLEAN AIR ACT

35.0 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.

ARTICLE XXXV
ENERGY POLICY AND CONSERVATION ACT

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

ARTICLE XXXVI
CLEAN WATER ACT

37.0 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.

ARTICLE XXXVII
ANTI-LOBBYING AND DEBARMENT ACT

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

ARTICLE XXXVIII
GOVERNING LAW

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

ARTICLE XXXIX
SEVERABILITY

40.0 If any term or condition of this contract 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 contract are declared severable.

ARTICLE XL
COMMENCEMENT OF WORK

41.0 No work shall be performed by Supplier and the University shall not be bound until such time as this Contract is fully

executed between the University and the Supplier and all required approvals are obtained.

ARTICLE XLI
COMPLETE CONTRACT

- 42.0** This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ARTICLE XLII
ORDER OF PRECEDENCE

- 43.0** The Request for Proposals (RFP), dated _____, and the Supplier's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Supplier's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Supplier's Proposal.

THUS DONE AND SIGNED by LSU in triplicate originals as of the _____ day of _____ 201__, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

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

BY: _____
Michele Montero
Assistant Vice President for Procurement & Property Management

THUS DONE AND SIGNED by Supplier in triplicate originals as of the _____ day of _____ 201__, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to
SUPPLIER'S NAME

SUPPLIER'S NAME

BY: _____
Signature

Title

ATTACHMENT F - FINANCIAL PROPOSAL

This Attachment includes:

Fixed Costs Services – All fixed costs that are applicable to providing the services as identified in Section 3: Scope of Work must be listed and defined. The fixed costs must be entered on the fixed costs services sheet. This sheet must be completed in its entirety and must be submitted with the proposal to be considered.

CAUTION: Failure to complete and submit this section with your proposal will result in zero points for the financial proposal section. LSU reserves the right to remove any proposal receiving zero points for the financial proposal section from further consideration.

Markup Percentage – The percentage markup that will be applied for third party costs incurred from approved subcontracts, equipment rentals or supplies not included on a cost schedule. The Markup Percentage sheet must be completed and must be submitted with the proposal to be considered. **CAUTION: If the common loss scenarios in the sealed pricing model include third party expenses, and the Respondent did not provide a markup percentage, the University will apply the highest proposed markup percentage (of the proposals that have met the minimum qualifications and are being evaluated) to the pricing model to determine the total for that scenario.**

Variable Costs Services – Respondents must complete the Variable Cost Services sheets A-F (which is inclusive of price lists for labor rates, logistics and transportation charges, restoration equipment, power and distribution equipment, environmental control equipment, and consumable materials). These cost sheets should be completed in their entirety and must be submitted with the proposal to be considered. **CAUTION: If the common loss scenarios in the sealed pricing model include an item that the Respondent did not provide a price for, the University will apply the highest proposed cost (of the proposals that have met the minimum qualifications and are being evaluated) for that item to the pricing model to determine the total for that scenario.**

ATTACHMENT F - FINANCIAL PROPOSAL

FIXED COST SERVICES

Service	Year 1	Year 2	Year 3	Total Fixed Cost
Annual Retainage Fee (If None enter \$0)	\$	\$	\$	\$
Pre-Loss Assessments (70 buildings each year)	\$	\$	\$	\$
Other Cost, if applicable, such cost must be defined	\$	\$	\$	\$
Total Annual Fixed Cost	\$	\$	\$	\$

ATTACHMENT F - FINANCIAL PROPOSAL

MARKUP PERCENTAGE

Provide the markup of all third party expenses.	Markup %:	
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ATTACHMENT F - FINANCIAL PROPOSAL

VARIABLE COST SERVICES - SHEET A - LABOR RATES*

ID	DESCRIPTION	UNIT	STRAIGHT	OVERTIME	DOUBLE-TIME
A-1	General Cleaning Laborer	HOUR			
A-2	Remediation Worker	HOUR			
A-3	Clerical and Administrative	HOUR			
A-4	Superintendent/Supervisor	HOUR			
A-5	Drying Technician	HOUR			
A-6	Health and Safety Officer	HOUR			
A-7	Assistant Project Manager	HOUR			
A-8	Project Manager	HOUR			
A-9	Licensed or Certified Remediation	HOUR			
A-10	Project Coordinator	HOUR			

*Ratio of management or skilled labor to unskilled labor should not greater than 1 to 3

ATTACHMENT F - FINANCIAL PROPOSAL

VARIABLE COST SERVICES - SHEET B - LOGISTICS AND TRANSPORTATION CHARGES

ID	DESCRIPTION	UNIT	PER DAY	7-DAY WEEK (5-DAYS)	28-DAY MONTH (3 WEEKS)	PER ACTIVATION
B-1	Mileage, Trailer, Towed	MI	n/a	n/a	n/a	
B-2	Mileage, Truck, Box	MI	n/a	n/a	n/a	
B-3	Mileage, Truck, Semi-Tractor	MI	n/a	n/a	n/a	
B-4	Mileage, Truck/Van	MI	n/a	n/a	n/a	
B-5	Trailer, Box, Enclosed	EA				n/a
B-6	Trailer, Flatbed, 32 'or less	EA				n/a
B-7	Trailer, Flatbed, 33'-53'	EA				n/a
B-8	Trailer, Portable Office	EA				n/a
B-9	Command Center, Mobile	EA				n/a
B-10	Truck, Box, Company owned	EA				n/a
B-11	Vehicle, Company owned	EA				n/a
B-12	Truck, Semi-Tractor, Company owned	EA				n/a
B-13	Mobilization Fee (catastrophic i.e. Hurricane)	EA	n/a	n/a	n/a	
B-14	Mobilization Fee (non-catastrophic)	EA	n/a	n/a	n/a	

* Contractor must comply with University Travel Regulations defined in University Permanent Memorandum-13, accessible at <https://www.lsu.edu/administration/policies/pmfiles/pm-13.pdf>

Notes:

The foregoing prices shall be applied to all equipment on the schedules above which are utilized in the performance of proposed services, whether shipped to the site from Supplier's inventory, shipped directly to the site from the Supplier's sources, or purchased locally by the Supplier from either an affiliated or non- affiliated entity.

The daily rate shall be charged for each calendar day or portion thereof during which the equipment is utilized to perform **Covered Services**, regardless of the number of shifts on which the equipment is used during the day.

ATTACHMENT F - FINANCIAL PROPOSAL

VARIABLE COST SERVICES - SHEET C - RESTORATION EQUIPMENT

ID	DESCRIPTION	UNIT	PER DAY	7-DAY WEEK (5-DAYS)	28-DAY MONTH (3 WEEKS)	PER ACTIVATION
C-1	Cart, Tilt/Demo	EA				n/a
C-2	Compressor, Air, Portable	EA				n/a
C-3	Deodorization, Ozone Generator	EA				n/a
C-4	Deodorization, Vapor Shark w/Cartridge	EA				n/a
C-5	Duct Cleaning, Compressor	EA				n/a
C-6	Duct Cleaning, Electric Rotary Burst	EA				n/a
C-7	Duct Cleaning, Portable Electric System	EA				n/a
C-8	Duct Cleaning, Portable Gas System	EA				n/a
C-10	Duct Cleaning, Whip Kit	EA				n/a
C-11	Fan, Axial	EA				n/a
C-12	Fan, Centrifugal	EA				n/a
C-13	Filtration Unit, HEPA, Negative Air Machine (min: 2000 CFM)	EA				n/a
C-14	Filtration, Water System, De-ionized	EA				n/a
C-15	Flooring, Carpet Mastic Remover	EA				n/a
C-16	Flooring, Rotary Floor Machine	EA				n/a
C-17	Fogger, Spray mist	EA				n/a
C-18	Fogger, Thermo-Gen	EA				n/a
C-19	Lighting, portable, interior	EA				n/a
C-20	Pressure Washer, Coldwater	EA				n/a
C-21	Pressure Washer, High Temperature	EA				n/a
C-22	Pump, 2" (Water Only), Trash	EA				n/a
C-23	Pump, 4" (Water Only), Trash	EA				n/a
C-24	Sprayer, Airless	EA				n/a
C-25	Sprayer, Backpack	EA				n/a
C-26	Sprayer, Electric	EA				n/a
C-27	Sprayer, High Pressure	EA				n/a
C-28	Sprayer, Pump	EA				n/a
C-29	Vacuum, Commercial Canister	EA				n/a
C-30	Vacuum, Handheld	EA				n/a
C-31	Vacuum, HEPA	EA				n/a
C-32	Vacuum, Wet/Dry, 55 Gallon	EA				n/a
C-33	Water Extraction Unit, Portable	EA				n/a
C-34	Water Extraction Unit, Truck Mount	EA				n/a
C-35	Small Tools Percent Allocation	%	n/a	n/a	n/a	

Notes:

The foregoing prices shall be applied to all equipment on the schedules above which are utilized in the performance of proposed services, whether shipped to the site from Supplier's inventory, shipped directly to the site from the Supplier's sources, or purchased locally by the Supplier from either an affiliated or non-affiliated entity.

The daily rate shall be charged for each calendar day or portion thereof during which the equipment is utilized to perform **Covered** Services, regardless of the number of shifts on which the equipment is used during the day.

ATTACHMENT F - FINANCIAL PROPOSAL

VARIABLE COST SERVICES - SHEET D - POWER AND DISTRIBUTION EQUIPMENT

ID	DESCRIPTION	UNIT	PER DAY	7-DAY WEEK (5-DAYS)	28-DAY MONTH (3 WEEKS)
D-1	Cable, 2/5, 50'	EA			
D-2	Cable, 4/0, 50'	EA			
D-3	Cable, 6/4, 50'	FT			
D-4	Cable, 6/4, 100'	FT			
D-5	Generator, 25 kVA	EA			
D-6	Generator, 45 kVA	EA			
D-7	Generator, 70 kVA	EA			
D-8	Generator, 85 kVA	EA			
D-9	Generator, 125 kVA	EA			
D-10	Generator, 150 kVA	EA			
D-11	Generator, 220 kVA	EA			
D-12	Generator, 250 kVA	EA			
D-13	Generator, 300 kVA	EA			
D-14	Generator, 400 kVA	EA			
D-15	Generator, 500 kVA	EA			
D-16	Generator, 600 kVA	EA			
D-17	Generator, 800 kVA	EA			
D-18	Generator, 1000 kVA	EA			
D-19	Generator, 1200 kVA	EA			
D-20	Generator, 1800 kVA	EA			
D-21	Generator, 2000 kVA	EA			
D-22	Panel, Electrical, 200A CAM/50A Twist lock	EA			
D-23	Panel, Electrical, Disconnect, 400A	EA			
D-24	Panel, Electrical, Edison, 100 A, UL, Cam-loc - GFCI	EA			
D-25	Panel, Electrical, I-Line, 600A	EA			
D-26	Panel, Electrical, Multi, 1200A	EA			
D-27	Panel, Electrical, Quad box, 200A	EA			
D-28	Panel, Electrical, Quad box, Feeder, 100A	EA			
D-29	Panel, Electrical, Spider Box, 50A	EA			
D-30	Panel, Electrical, Splitter, 400A, CAM / 100A, UL 208	EA			
D-31	Panel, Electrical, Splitter, 400A, CAM / 100A, UL 480	EA			
D-32	Tank, Fuel, 500 Gallon, Environmental	EA			
D-33	Tank, Fuel, 1000 Gallon, Environmental	EA			
D-34	Tank, Fuel, 2300 Gallon, Environmental	EA			

Notes:

The foregoing prices shall be applied to all equipment on the schedules above which are utilized in the performance of proposed services, whether shipped to the site from Supplier's inventory, shipped directly to the site from the Supplier's sources, or purchased locally by the Supplier from either an affiliated or non- affiliated entity.

The daily rate shall be charged for each calendar day or portion thereof during which the equipment is utilized to perform **Covered** Services, regardless of the number of shifts on which the equipment is used during the day.

ATTACHMENT F - FINANCIAL PROPOSAL

VARIABLE COST SERVICES - SHEET E - ENVIRONMENTAL CONTROL

ID	DESCRIPTION	UNIT	PER DAY	7-DAY WEEK (5-DAYS)	28-DAY MONTH (3 WEEKS)
E-1	Air Conditioner, 5 Ton	EA			
E-2	Air Conditioner, 10 Ton	EA			
E-3	Air Conditioner, Industrial, 40 Ton	EA			
E-4	Air Conditioner, Industrial, 80 Ton	EA			
E-5	Air Conditioner, Spot Cooler, 1.1 Ton, 115V	EA			
E-6	Air Conditioner, w/Heat, 25 Ton	EA			
E-7	Air Conditioner, w/Heat, 60 Ton	EA			
E-8	Air Handler, 50 Ton	EA			
E-9	Air Handler, 100 Ton	EA			
E-10	Air Handler, 120 Ton	EA			
E-11	Chiller, Air Cooled, 30 Ton	EA			
E-12	Chiller, Air Cooled, 60 Ton	EA			
E-13	Chiller, Air Cooled, 100 Ton	EA			
E-14	Chiller, Air Cooled, 125 Ton	EA			
E-15	Chiller, Air Cooled, 200 Ton	EA			
E-17	Dehumidifier, Desiccant, 500 CFM	EA			
E-18	Dehumidifier, Desiccant, 1000 CFM	EA			
E-19	Dehumidifier, Desiccant, 2000 CFM	EA			
E-20	Dehumidifier, Desiccant, 3000 CFM	EA			
E-21	Dehumidifier, Desiccant, 5000 CFM	EA			
E-22	Dehumidifier, Desiccant, 5000 CFM, Gas	EA			
E-23	Dehumidifier, Desiccant, 6500 CFM	EA			
E-24	Dehumidifier, Desiccant, 15000 CFM	EA			
E-25	Dehumidifier, Desiccant, 20000 CFM	EA			
E-26	Dehumidifier, Low-Grain Refrigerant	EA			
E-27	Drying System, Injection, Wall-cavity/floor	EA			
E-28	Ducting, A/C, 12" X 25'	EA			
E-29	Ducting, A/C, 20" X 25'	EA			
E-30	Ducting, Heat, 20" X 25'	EA			
E-31	Ducting, Return, 20" x 25'	EA			
E-32	Heater, Electric, 15KW	EA			
E-33	Heater, Electric, 30KW	EA			
E-34	Heater, Electric, 60KW, 300 °F, 480V	EA			
E-35	Heater, Electric, 150KW, 300 °F, 480V	EA			
E-36	Heater, Indirect, 300,000 BTU	EA			
E-37	Heater, Indirect, 400,000 BTU	EA			
E-38	Heater, Indirect, 700,000 BTU	EA			
E-39	Chiller, Hose, TPU, 3" X 50'	EA			
E-40	Chiller, Hose, TPU, 6" X 50'	EA			

Notes:

The foregoing prices shall be applied to all equipment on the schedules above which are utilized in the performance of proposed services, whether shipped to the site from Supplier's inventory, shipped directly to the site from the Supplier's sources, or purchased locally by the Supplier from either an affiliated or non- affiliated entity.

The daily rate shall be charged for each calendar day or portion thereof during which the equipment is utilized to perform **Covered** Services, regardless of the number of shifts on which the equipment is used during the day.

ATTACHMENT F - FINANCIAL PROPOSAL

VARIABLE COST SERVICES - SHEET F - CONSUMABLE MATERIALS

ID	DESCRIPTION	UNIT	QUANTITY PER UNIT	COST PER UNIT
F-1	Bag, Bio-Waste, Red	CS		
F-2	Bag, Trash, 30" x 40", 3 mil	RL		
F-3	Bag, Trash, 33" x 50", 6 mil	RL		
F-4	Bag, Trash, 36" x 60", 6 mil	RL		
F-5	Bag, Trash, 38" x 65", 3 mil	RL		
F-6	Blades, Replacement 4" Razor Scraper	PK		
F-7	Blades, Replacement 8" Razor Scraper	EA		
F-8	Boots, Rubber, Steel Toe	PR		
F-9	Bottle, Plastic, 32oz with Trigger Sprayer	EA		
F-10	Brush, Toothbrush, Wire, Plastic Handle	EA		
F-11	Brush, Wire, 3"X19"	EA		
F-12	Chemical, Degreaser (simple green)	GL		
F-13	Chemical, Disinfectant, Aftershock	5 GL		
F-14	Chemical, Disinfectant, Fiberlock IAQ 1000	5 GL		
F-15	Chemical, Disinfectant, Fosters	5 GL		
F-16	Chemical, Disinfectant, Shockwave	GL		
F-17	Chemical, Encapsulant, Microbial	5 GL		
F-18	Chemical, Glass Cleaner	GL		
F-19	Chemical, Hand Cleaner W/Pumice	GL		
F-20	Chemical, Lubricant,	CS		
F-21	Chemical, Odor Gel	CS		
F-22	Chemical, Thermal Fogger, Cherry	GL		
F-23	Chemical, Ultra Clorox Germicidal	GL		
F-24	Ducting, Lay-flat	RL		
F-25	Filter, Air scrubber, Charcoal, 24" x 24" x 2"	CS		
F-26	Filter, Air scrubber, HEPA, Wood Frame, 24" x 24" x 11.5"	EA		
F-27	Filter, Air scrubber, Pre-filter, Charcoal, 24" x 24"	CS		
F-28	Filter, Air scrubber, Primary 24" x 24"	CS		
F-29	Filter, HEPA, Replacement For 102ASB Vacuum	EA		
F-30	Filter, Respirator, P100, Particulate	PR		
F-31	Filter, Respirator, Organic Vapor/Acid Gas/P100	PR		
F-32	Filter, Ring Panel, 24" x 24"	CS		
F-33	Filter, Secondary, 24" x 24" x 2"	CS		
F-34	Glove, Cotton	PR		
F-35	Glove, Kevlar	PR		
F-36	Glove, Latex, Yellow	PR		
F-37	Glove, Leather	PR		
F-38	Glove, Nitrile XL	BX		
F-39	Glove, Nitrile L	BX		
F-40	Glove, Nitrile M	BX		
F-41	Glue, Spray	CS		
F-42	Handle, Mop	EA		
F-43	Head, Mop	EA		
F-44	Hose, Washing Machine, 6' Section	EA		
F-45	Hose, Water, Heavy Duty 5/8" x 50'	EA		
F-46	Hose, Y-Adaptor, Water, Metal	EA		
F-47	Kit, First Aid, 25 Person	EA		
F-48	Knife, Utility, Blade	BX		
F-49	Knife, Utility, Quick Change	EA		

ATTACHMENT F - FINANCIAL PROPOSAL

F-50	Packing, Cardboard 48" x 250'	RL		
F-51	Packing, Stretch Wrap, 18"	CS		
F-52	Packing, Wrap, Bubble	BUNDLE		
F-53	Packing, Wrap, Shrink	RL		
F-54	Pad, Stripping 4.5" x 10"	EA		
F-55	Pan, Dust	EA		
F-56	Protection, Poly, Carpet	RL		
F-57	Rags, KNIT , 50 LB	BX		
F-58	Rags, White, 50 LB	BX		
F-59	Rags, White, Turkish, 25 LB	BX		
F-60	Respirator, Half Mask Silicone, Large	EA		
F-61	Respirator, Half Mask Silicone, Medium	EA		
F-62	Respirator, N95 w/ Valve	BX		
F-63	Respirator, N95 w/o valve	BX		
F-64	Safety, Eyewash Station Double 16oz, Portable	EA		
F-65	Scraper, 4"	EA		
F-66	Scraper, 8"	EA		
F-67	Sheeting, Poly, 4 MIL, 20' x 100', Clear	RL		
F-68	Sheeting, Poly, 4 MIL, 20' x 100', Fire Retardant	RL		
F-69	Sheeting, Poly, 6 MIL, 20' x 100', Clear	RL		
F-70	Sheeting, Poly, 6 MIL, 20' x 100', Fire Retardant	RL		
F-71	Sheeting, Poly, 6 MIL, 20' x 100', Reinforced	RL		
F-72	Sheeting, Poly, 6 MIL, 20' x 100', Reinforced, Fire Retardant	RL		
F-73	Shoe cover, Poly-Pro, Anti-Skid	PR		
F-74	Shower, Disposable	EA		
F-75	Sleeve, Kevlar (ATA), 24"	EA		
F-76	Sponge, Soot Chem	EA		
F-77	Sprayer, Pump, 3 GL	EA		
F-78	Staple, 3/8"	PK		
F-79	Staple, Gun	EA		
F-80	Tape, Blue Masking, 2"	CS		
F-81	Tape, Caution, Yellow and Black, 3" x 1000'	RL		
F-82	Tape, Danger, Red and Black, 3" x 1000'	RL		
F-84	Tape, Packing	CS		
F-85	Tape, Silver Duct, 2"	CS		
F-86	Tape, Silver Duct, 3"	CS		
F-87	Tape, Teal, 2"	CS		
F-88	Tape, Teal, 3"	CS		
F-89	Tarp, Blue	RL		
F-90	Towel, Scrim	CS		
F-91	Water, Bottled, 16.9oz	CS		
F-93	PPE- Personal Protective Equipment (PER PERSON, PER PROJECT)	PPE		
F-94	PRP- Personal Respiratory Equipment (PER PERSON, PER DAY)	PRP		
F-95	PFP- Personal Fall Protection (PER PERSON, PER DAY)	PFP		

Notes:

The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of proposed services, whether shipped to the site from Supplier's inventory, shipped directly to the site from the Supplier's sources, or purchased locally by the Supplier from either an affiliated or non- affiliated entity.