

<b>REQUEST FOR PROPOSAL</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>04/25/2023    11:00 AM    CT</b>

<b>SOLICITATION</b> RFQ-0000001892 <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="175 394 789 604" style="border: 1px solid black; height: 100px; width: 100%;"></div>	<b>RETURN BID TO</b> Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803  <b>Buyer</b> Amy Guillot <b>Buyer Phone</b> <b>Buyer Email</b> aguillot1@lsu.edu <b>Issue Date</b> 03/21/2023
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TITLE: Financial Safekeeping and Custodial 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 qualified banks, trust companies, and/or institutional custodians interested in providing asset safekeeping and custody services for Non-Endowed, Endowed, Osher, LSU System Health Plan, and LSU Common Stock (hereinafter referred to as the “Funds”) investment portfolio accounts. The RFP will be awarded on an all-or-none basis to a single Respondent.

#### 1.2.1 Overview of the Funds

The LSU investment program is comprised of funds from LSU, LSU Alexandria, Pennington Biomedical Research Center, LSU Eunice, Paul M. Hebert Law Center, LSU Agricultural Center, LSU Shreveport, and LSU Health Sciences Center at New Orleans. Investments are held in one of four separate pools based on the structure of the funds invested.

All investments are governed by the State of Louisiana R.S. 49:327 and Permanent Memorandum #9 (PM-9) of the LSU System.

##### *Non-Endowed*

The sources of funds invested in the non-endowed pool include state appropriations, tuition and fee revenue, auxiliary revenue, sales and services of educational departments, plant funds, and maintenance reserve funds. As of November 30, 2022, the market value of this pool was \$480,000,187.

##### *Endowed*

Endowed funds are gifts to the University that have restricted use as mandated by the donors. The corpuses of the gifts are invested in perpetuity to create earnings for the University to fund

the specific activities designated by the donors. By nature, endowed funds can be invested longer than non-endowed funds. As of November 30, 2022, the market value of this pool was \$21,215,747.

*Osher*

In April 2010, the Bernard Osher Foundation donated \$1,000,000 to support the Osher Lifelong Learning Institute at LSU. The fund functions similar to an endowment as the corpus is nonexpendable unless annual earnings are insufficient to meet the donor's required annual distribution. With written approval from the donor, the grantee may invade the original corpus of the gift to meet the annual spending allocation. To comply with the investment and spending instructions of the donor, the Osher fund is invested in a separate pool. The University anticipates additional donations to this pool in the future. As of November 30, 2022, the market value of this pool was \$2,362,049.

*LSU System Health Plan*

The LSU System Health Plan, known as LSU First, is a self-insured consumer driven health care plan established in 2002 to provide health insurance for employees and retirees of all campuses under the LSU System. The plan is also offered to employees and members of the Louisiana Legislature.

The plan is funded by participant premiums. Medical expenses incurred are paid using a health reimbursement arrangement (HRA) coupled with high deductible health coverage. Unused HRA balances are carried over to cover future plan year expenses. Plan reserves must be maintained to cover future medical expense claims of the plan. As of November 30, 2022, the market value of this pool was \$33,676,419.

*LSU Common Stock*

Over the years LSU has been gifted certain shares of common stock. This common stock is part of the Endowment fund houses on campus and is not actively traded. As of November 30, 2022, the market value of this pool was \$31,014.

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## 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.

**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.

**State:** The State of Louisiana.

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

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

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

**Will:** The term “will” denotes mandatory requirements.

## 2.2 Schedule of Events

Event	Date	Time (CST)
RFP Posted to LaPAC	3/21/2023	
Deadline for Receiving Written Inquiries.	3/31/2023	2:00 PM
Issue Responses to Written Inquiries	4/10/2023	
PROPOSAL DUE DATE AND TIME. Proposals received late for whatever reason will not be considered.	4/25/2023	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)	8/1/2023	

**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.

Amy Guillot, RFP Coordinator  
Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
E-Mail: [aguillot1@lsu.edu](mailto:aguillot1@lsu.edu)  
Phone: 225-578-22290

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/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/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>

LSU Procurement Services is no longer hosting in-person attendance at public bid openings. Therefore, bids must be submitted electronically to LSU Procurement Services.

**Proposals must be emailed to [subids@lsu.edu](mailto:subids@lsu.edu)** (*This email address should be used for bid submissions and addenda only*). An original and redacted copy (if applicable) must be submitted electronically. When submitting electronically, the RFP number and solicitation title should be listed in the subject line of the email. If you have submitted a bid through USPS, FedEx, UPS, or another mail carrier, it is your responsibility to send an electronic copy. Neither the receipt of a physical bid nor late bids will be accepted. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFP-0000001888 - Re-Bid for Louisiana Health Insurance Survey (LHIS); Bid Submittal 2 out of 3 for RFP-0000001888 - Re-Bid for Louisiana Health Insurance Survey (LHIS), etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered.

*Respondent is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.*

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 at

<https://lsu.zoom.us/meeting/register/tJModeisrz4jH9DkYdScivN726kOAYvO8VJy>.

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

**PROPOSALS SHALL BE OPENED PUBLICLY DURING THE ELECTRONIC BID OPENING AT THE LINK ABOVE 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:

- A. Provide an executive summary of your Proposal. The executive summary should touch on all components of your Proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this Contract.
- B. The attached Certification Statement (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.
- C. 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.

### 2.4.1 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

### 2.6.1 Inquiry Periods

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the Procurement cycle and operations of the University. The University reasonably expects and requires responsible and interested Respondents to conduct their in-depth 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 are 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.

### 2.6.2 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed Procurement process in which any Respondent is prohibited from communicating with any University employee or Supplier of the University involved in any step in the Procurement process; including, but not limited to, project management, design, development, implementation, Procurement management, development of specifications, and evaluation of 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.

### 2.16.1 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

- A. Currently have and maintain throughout the term of the contract, capital (exclusive of debt), surplus, and reserves of at least \$20,000,000 LSU will reduce the capital base by any negative amounts in the equity capital.
- B. Currently have and maintain throughout the term of the contract, a minimum of \$200,000,000 in assets of the Respondent's financial institution.
- C. Currently have and maintain throughout the term of the contract, a minimum of \$100,000,000,000 in assets under custody in the Respondent's trust and/or safekeeping departments.
- D. Currently be and remain throughout the term of the contract, a designated fiscal agent for the State in accordance with LA R.S. 49:317.
- E. Proposed accounting team must be based in the United States, to ensure that issues that might arise are handled the same day.
- F. Currently be and remain throughout the term of the contract, a member of, or have access to the Federal Reserve System with full wire transfer capabilities, in order to send requests to the United States Government, receive funds, transfer funds to other banks as directed by the University, and process the receipt, transfer and payment of book entry securities and to verify and remit funds immediately.
- G. Currently be and remain throughout the term of the contract, a member of, or have access to, the Depository Trust & Clearing Corporation to provide clearance, settlement and information services for equities, corporate and municipal bonds, government and mortgage-backed securities, and money market instruments. In conjunction with the receipt, transfer and payment of book entry securities, the financial institution must have the capability to verify and remit funds immediately.
- H. Have the capability to immediately verify and remit funds involving securities purchased under agreements to resell in conjunction with the receipt and transfer of book entry securities.
- I. Supply certification by the Chairman of the Board of Directors, attested by the Secretary of the Board of Directors, that the financial institution is not and does not contemplate, as of the date of the proposal operating under any consent decree or other type of restrictive contract with any state or federal regulatory agency. Throughout the term of the contract, the selected custodian shall not operate under any consent decree or other type of restrictive contract with any state or federal regulatory agency without providing immediate notification to LSU. The contract may be immediately terminable upon notification of any such restrictive covenant of a regulatory agency.
- J. Currently have and maintain throughout the term of the contract, FDIC capital adequacy requirements. The contract may be immediately terminable upon notification to the University of a failure to meet FDIC capital adequacy requirements.
- K. Currently have and maintain throughout the term of the contract, Fidelity and Indemnity Insurance coverage for all branches, facilities, and offices.
- L. The financial institution must have been in business, in compliance with LA R.S. 49:317, for a minimum of five (5) years prior to the contract period.

- M. Demonstrate familiarity and experience in dealing with GASB and FASB reporting requirements.
- N. Currently provide safekeeping and custodial services to higher education clients with at least \$20 billion in aggregate assets.
- O. Demonstrate the ability to provide customized or multiple format institutional accounting statements in print and electronic format (preferably Microsoft Excel spreadsheets).
- P. Demonstrate the ability to maintain a data processing interface with LSU and its consultants by on-line capability and other acceptable electronic data means.
- Q. Provide trade date, accrual-based accounting statements at Original Purchase Cost as part of its normal/regular institutional accounting package. These statements must be made available in print and electronic format (preferably Microsoft Excel spreadsheets).

**Any Proposal for Safekeeping and Custodial Services unable to satisfy these minimum requirement as outlined above will be disqualified.**

### 3.2 Proposed Services

The following tasks, services and deliverables shall be performed by the Supplier and must include all of the services outlined herein:

- A. Safekeeping of securities, which includes the receipt and holding of the securities in the Funds. Securities available for purchase include equities as described above as well as: United States Treasury bills, bonds, notes, debentures, or other evidence of indebtedness of the United States government or government-sponsored agencies, including mortgage-backed securities issued by Louisiana financial institutions, investment grade commercial paper, corporate bonds, sovereign bonds and equity instruments.
- B. Collect investment income and record this in the Funds. Statements of Investment income should account for actual disbursements and the accrual of securities income for the portfolio in a method required by GASB, LSU, the Office of Statewide Reporting and Accounting Policy, and/or the Legislative Auditor.
- C. Process securities purchases, sales, calls and maturities. The actual execution of orders will be handled by the portfolio managers employed by the LSU Foundation.
- D. Provide LSU with a set of detailed monthly statements containing transactions and position summaries for the Funds and holdings invested. Detailed monthly statements must be provided in print and electronic format acceptable to LSU. Statements must reflect the accrual of income and the book value of the investments in the method required by GASB. It is the current practice of LSU to use the Full Accrual method in accounting for income and the Cash Basis (original purchase cost) method for amortization and accretion accounting of securities premiums and discounts.
- E. Provide LSU with a quarterly Performance Measurement report compiled in accordance with the CFA Institute's GIPS standards detailing the total return of the Funds and yield. This report shall provide the Total Return for the Funds and yield and each individual account on a fiscal year basis. Must have the capability to compare those returns to various fixed income and equity indices as well as peer institutions.
- F. Provide automated cash management by transferring any excess funds into a money market fund or an interest-bearing account on a daily basis.

- G. Price the Funds on a monthly basis while amortizing premiums, accreting discounts and accounting for pay downs or declining balance securities as directed by LSU.
- H. Price the Funds daily and provide a copy in electronic format (preferable Microsoft Excel spreadsheets) to LSU.
- I. Provide the Legislative Auditor with copies of statements or reports for, and replies to, any related inquiries submitted by the Legislative Auditor.
- J. LSU may use third-party securities lending program and a reverse repurchase agreement. The Respondent would be required to work with a sub custodian who administers the securities lending program and reverse repurchase agreement, LSU reserves the right not to enter into a securities lending program and reverse repurchase agreement and to use other methods of securities lending.
- K. Be available to LSU for training and system support concerning the Funds. For purposes of this RFP, upon execution of a contract, be available for a total of sixteen (16) hours to provide training to LSU.
- L. Supplier shall provide the following functional requirements: Custody and safekeeping of securities, which includes the receipt and holding of the securities. Collection of investment income and processing of sales, purchases, calls and maturities. Provide reports in order for LSU to meet internal, State, and external reporting requirements.

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## SECTION 4: EVALUATION

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 5)	20
TECHNICAL PROPOSAL (Section 6)	35
FINANCIAL PROPOSAL (Section 7)	33
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 last three (3) annual audited financial statements and the most recent available call report of your financial institution. Provide for the same periods, except for the call report, the 10K reports (for holding companies).

### 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

For each subcontractor or other third party, the Respondent should provide:

- A. Any subcontractor name(s) that will be utilized to provide services for any Contract resulting from this RFP.
- B. A description of work to be subcontracted to and/or products to be provided by third parties.

## 5.5 Respondent Qualifications

- A. Describe your depository memberships (i.e., DTC, FRB) and the services you use at these depositories. Describe your system for registration and custody of assets.
- B. How and where are physical settlements transacted?
- C. How are settlements communicated?
- D. Do you have the ability to sell securities (physical certificates or electronically held) that are donor gifts?
- E. When are funds withdrawn for purchases and credited for sales?
- F. What steps are taken to ensure the accuracy of security movement and control? Who is responsible for ensuring accuracy?
- G. What, if any, securities have been misplaced or lost in the last three years? If any, please describe the circumstances.
- H. What are your capabilities with respect to assisting clients in implementing significant asset transitions/restructurings?
- I. How and when are corporate actions processed?
- J. How is proxy information disseminated and processed for U.S. and non-U.S. proxy matters?
- K. What are your sources for pricing securities? How are valuation differences resolved between the investment manager and the Master Trustee? How do you price securities that are not listed on pricing services, such as private placements? What is the frequency of your pricing updates? Indicate your pricing sources for the following types of securities:

Security	Pricing Source	Security	Pricing Source
Listed Stocks		Mortgage Pass-Throughs	
Over-The-Counter Stocks		Asset-Backed Securities	
International Stocks		Commercial Paper	
Convertibles		Real Estate	
Corporate Bonds		Venture Capital	
Treasury Bonds		Private Placements	
Agency Bonds		Futures	
Non-Us Bonds		Options	



- L. Please describe the nature of your Trust/Custody relationships with higher education entities. How long have you provided these customized services?
- M. Provide a contact name, telephone number, asset size, and inception date for your five (5) largest higher education relationships and three other relationships closest to the asset size of funds.
- N. What are the main strengths your organization brings to a potential relationship with us?
- O. What is your plan for expansion over the next three (3) to five (5) years? How do you plan to accommodate future growth?

## 5.6 Respondent Experience

- A. In what year did you initiate your Trust/Custody Service? Describe its history.
- B. What is the total number of your Trust/Custody clients?
- C. What is the total market value of your Trust/Custody clients?
- D. Please outline the distribution of your Trust/Custody clients as follows:

<u>By size (\$ millions):</u>	<u>No. of Clients</u>
\$0 to \$100	_____
\$101 to \$500	_____
\$501 to \$1,000	_____
\$1,001 to \$3,000	_____
\$3,001 and up	_____

<u>By Length of Service:</u>	<u>No. of Clients</u>
0 to 1 year	_____
1 to 3 years	_____
3 to 5 years	_____
5 to 10 years	_____
10 years or longer	_____

<u>By Client Type:</u>	<u>No. of Clients</u>	<u>Asset Size</u>
Higher Education	_____	\$ _____
Public	_____	\$ _____
Corporate	_____	\$ _____
Taft-Hartley	_____	\$ _____
Endowment/Foundation	_____	\$ _____
Insurance	_____	\$ _____
Mutual Funds	_____	\$ _____
Other	_____	\$ _____

- E. What is your average client size in terms of assets? List your three (3) largest accounts by assets.
- F. Detail the growth of Trust/Custody relationships during each of the past three (3) years in terms of clients and asset values. Have any clients terminated their custody relationship in the last three (3) years? If so, who and why? Provide a contact person and telephone number for each.

- G. What percentage of total bank revenues comes from Trust/Custody business?
- H. What is the Bank's commitment to the Trustee/Custodian areas for the future? Give a brief description of your firm's business plan for these services (e.g., proposed spending and staffing).
- I. What are the total expenditures you plan to devote toward the development of new and enhanced Trustee/Custodian systems over the next five (5) years?
- J. List those clients and contact information (name, title, company name, address, and phone number) you are currently servicing which are most comparable to Funds in terms of size, total assets, and services required.
- K. Indicate the number and dollar amount of custodial relationships gained and lost annually for each of the last three (3) years.
- L. Identify and describe any litigation or investigation by a regulatory authority that your organization or officers have been involved in over the last three (3) years that relates to Master Trust/Master Custody Services. Please describe the outcome of any investigation or litigation.
- M. Briefly explain anything that you feel sets you apart from other Master Trust/Custody banks. What competitive advantages do you feel you have over your competitors?

## 5.7 Personnel Qualifications

- A. Please identify the person or persons who would be responsible for our day-to-day relationship. Please provide a brief biography describing that person's background, experience with custodial accounts, and total account load. Please identify the team assigned to this relationship and provide their credentials and biographies as well.
- B. What kind of backup support is available to your customer contact personnel?
- C. What level of employee turnover in your custody services department have you experienced in the last three (3) years?
- D. Please provide a servicing plan for our account. Describe your firm's experience servicing Plans of the type and size of our Plan. Do you have dedicated divisions? Explain in detail.
- E. Describe any ongoing educational programs, user conferences, publications, or other means you have of keeping clients fully educated and providing a forum for new ideas and needs.
- F. What is the training experience of your representatives? Please provide an organizational chart depicting Trust/Custody as part of the overall organization as well as within the functional area.
- G. Please describe your approach to customer contact and service. Please describe your training program for Trust/Custody personnel.
- H. What managerial policies do you have in place to ensure client satisfaction?
- I. How is the performance of your custody service representatives judged?

## SECTION 6: TECHNICAL PROPOSAL

Each Respondent should address how the firm will meet all the requirements of this RFP, with particular attention to:

### 6.1 Accounting & Reporting and Settlement Processing

- A. Describe your accounting and reporting system.
- B. Describe what format is used to report data (i.e., trade date, settlement date). Can the LSU receive multiple formats? Are accruals provided? Do asset valuation and transaction statements reflect pending transactions? Is accrued interest included in asset valuations? What, if any, transactions are not accrued?
- C. Is unitized accounting available? If so, describe. Provide an index of your trust reports/reporting packages and what type of reports are available under each.
- D. What reports are provided as part of your standard Trust/Custody package? How frequently are they produced and how quickly are they distributed? Please list and describe each report separately along with the date mailed to the client. Are CUSIPS provided for all securities on all reports? How are Committee on Uniform Securities Identification Procedures (CUSIPS) provided? Explain any electronic means in detail.
- E. Can you provide an annual report of all sales and purchases classified by asset class and security type? What optional reports are available with/without an extra fee? Please list and provide summary examples.
- F. What steps are taken to ensure the accuracy of client reports? Who is responsible for ensuring accuracy?
- G. With regard to Collateralized Mortgage Obligation (CMOs) and other mortgage-backed securities, are factors provided on the monthly reports? How are redemptions and pay-downs handled in terms of principal and gains/losses?
- H. What securities pricing services are utilized for each asset category, and how are the prices verified? How often is pricing done for each asset class? How do you price non-publicly held securities?
- I. Are the following systems integrated within your custody accounting system? If not, are there system interfaces involved that relay the accounting data? What system controls are in place? How much manual interaction is involved?
  - Security transaction processing system
  - Performance measurement and analytical services
- J. What is your policy toward automatic crediting of interest and dividends on payable dates? Please specify when funds are available in Fed Funds.
- K. What steps do you take to insure proper delivery and credit to the account of purchases and sales?
- L. Do you have a direct relationship with the Depository Trust & Clearing Corporation and the Federal Reserve Book Entry System? If not, who is your correspondent relationship through?
- M. Is your system dedicated exclusively to Trust? Do you have unlimited access to this equipment? If time is shared or purchased, explain your priority ranking for access to the system.
- N. Please describe your back-up process and your Disaster Recovery Plan/Business Continuity Plan. How often is your back-up system and Disaster Recovery Plan/Business Continuity Plan tested?

- O. Have you ever had to implement your disaster recovery plan in an actual disaster? If so, describe the circumstances and the effectiveness of the plan.
- P. Describe the hardware and software used in your Trust/Custody services. What expenditures are planned for each of the next three (3) years? What enhancements have been made over the last two (2) years? What enhancements are planned for the next two (2) years? What is the configuration and age of the existing hardware used for Master Trust/Custody processing?
- Q. Do you use a consistent and standardized method for pricing portfolio holdings?
- R. What is your procedure to eliminate (or reimburse) fail float? Can you trace fail float earnings and report on the amount earned?
- S. Describe your system for registration and custody of assets?
- T. What percentage of purchase fails is experienced by your organization? What percentage of sale fails is experienced by your organization?
- U. How soon after the end of an accounting period are fully audited reports available?
- V. How soon after fiscal year-end are annual reports available? Can fiscal years be different from calendar years?
- W. Can you provide accounting data on USB or via online service or secure email? Do you have the ability to download data electronically to PDF or Microsoft Excel?
- X. Can you carry the book value of securities at original cost, amortized cost, or average cost? How do you compute realized gains and losses?
- Y. Describe your ability to implement, establish and maintain a fixed income portfolio based in amortized cost. Describe the amortization methods available to the fund, frequency of processing, conversion experience, and the current value of fixed income being maintained by you using this methodology. Does this reporting comply relevant generally accepted accounting standards?
- Z. How long is your data retention period (on and offline)?
- AA. Do you provide reporting as required by GASB 40 and GASB 72? If so, do you have the ability to run GASB 40 and GASB 72 reports on a monthly, quarterly, and annual basis? Can the reports be downloaded to Microsoft Excel or PDF?
- BB. Do you provide book and market value reconciliations to the client? How often?

## 6.2 Cash Management

- A. Is an in-house, short-term investment fund (STIF) maintained? Will you create a STIF fund for sole use of a client? Please provide return history, prospectuses, fees, and a general description of each.
- B. Will Trust/Custody clients ever be placed in a STIF account managed by an organization other than yours? If so, who manages the fund(s)? What are the circumstances that would lead to this situation?
- C. What process do you use to ensure cash balances are invested? To what value are assets swept into a STIF account? What time of day is the cash sweep deadline?
- D. Provide quarterly returns for the last five (5) years for your STIF account, along with one-, three- and five-year annualized returns as of June 30, 2022. Also, provide a list of the account holdings as of June 30, 2022.

- E. Is the STIF/money market fund registered with the SEC? If not, explain why. What is the current asset value of the fund and the current net realized losses of the fund (based on market value versus cost)?
- F. What is the range over the last year of total fund assets held in overnight debt? How often in a given year do you sell securities in the fund?
- G. Do you maintain separate STIF pools for securities lending collateral and “investment” cash? If not, detail the breakdown of securities lending collateral versus “investment” cash currently in the fund.
- H. Have you infused capital into any short-term fund maintained by your organization? What is your policy on this issue?
- I. Please provide the internal guidelines for the funds you suggest we use. Include the quality, maturity, and all other restrictions on the fund, including variable rate note parameters.
- J. Is a separate fee charged for STIF use? If so, how is it charged? What is the fee?
- K. What is the notification deadline for cash transfers/wires to and from an account?
- L. How are overdrafts handled? What are the charges if any for an overdraft position?
- M. Do you have the ability to forecast income (i.e., interest and dividends receivable)? If so, how far into the future?

### 6.3 System Capabilities

- A. Does the Master Trust department have limitations on access to these servers? How is access controlled? What system security measures do you have in place?
- B. Was the existing Master Trust software developed internally or externally? How is it supported? If developed and supported externally, who is the supplier?
- C. How long has the current software been in place? Describe recent modifications of significance to the core accounting system and to the security movement and control system.
- D. What downtime have you experienced in the last year?
- E. Do you have one multi-currency accounting system?

### 6.4 Audit Controls and Procedures

- A. Is there a general audit system in place? Is it certified by an outside public accounting firm?
- B. Are trust department records and procedures included in audits by your external auditor?
- C. What levels of management review results from audit reports, and who is required to implement changes to correct audit deficiencies noted?
- D. How much fiduciary insurance do you carry? Describe all insurance that would cover a client's assets.
- E. Do you have errors and omissions and/or other insurance coverage for the protection of your clients? If so, please describe (including any limitations on liability). Please attach a copy of the certificate of insurance.
- F. Please provide the most current System and Organizational Controls (SOC) 1 report.

## 6.5 Online Communications

- A. What reports and functions are available online? Please provide examples.
- B. How current are the transactions and valuations?
- C. How many of your clients are currently regular users of the online service?
- D. What provisions are made for training of client personnel on the online system? What systems (hardware and software) are the clients required to have in order to receive on-line service?
- E. What type(s) of data can be easily downloaded into spreadsheet software packages (i.e., Excel)?
- F. Is there a separate fee for online use?
- G. Can users access your system through Microsoft Windows? What versions of MS Windows is your system compatible with? What web browsers is your system compatible with?
- H. What are your e-mail/internet capabilities with respect to client data retrieval? What e-mail/internet security measures do you have in place?

## 6.6 Transition Plan

- A. Include a conversion plan and an outline of the process.
- B. What dedicated resources (personnel, equipment, training of personnel, consultants, etc.), procedures and controls will you provide or recommend in the conversion period to ensure that the conversion is completed successfully in both a timely and accurate manner? What amount of lead time is necessary to proceed with the conversion? Describe the timeframe associated with the conversion process.
- C. What type and level of resources are required of the client in the transition process?
- D. How do you handle transactions that are in process during the transition period?
- E. What is the relationship between the transition team and the permanent account administration staff?
- F. How do you ensure sufficient control during the transition period to assure that the process is successfully completed in both an accurate and timely manner?

Any other information deemed pertinent by the Respondent including terms and conditions which the Respondent wishes the University to consider.

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## SECTION 7: FINANCIAL PROPOSAL

The following financial criteria will be evaluated:

The maximum number of points awarded for this criterion will be 33. The Respondent that provides the lowest total cost in the 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 on the cost schedule furnished in Attachment F. Prices proposed shall be firm and based on unlimited activity. Total proposed cost will be based on the sum of the all-inclusive flat fee for year 1, 2 and 3.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Respondent's base cost score will be based on the cost information provided in Attachment F and computed as follows:

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

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 entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/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 entrepreneurships 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

Each Supplier shall serve as the single Supplier for all work performed pursuant to its contract. That Supplier shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements unless otherwise stated in this RFP.

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

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

### 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.

## 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 \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

### Automobile Liability

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

### Excess Insurance

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

### Information Security and Privacy Insurance

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

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

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

#### Other Insurance Requirements

##### *Acceptability of Insurers*

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

##### *Additional Insured Status*

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

##### *Waiver of Subrogation*

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

##### *Primary and Non-contributory coverage*

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

##### *Deductibles and Self-Insured Retentions*

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

##### *Verification of Coverage*

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

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

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the

work beginning or acceptance of a non-compliant certificate shall not waive the Supplier's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

*Special Risks or Circumstances*

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

## 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 five (5) years. The Agreement will commence on August 1, 2023, or date of award, and will be for an initial term of three (3) years. At the option of LSU and acceptance by the supplier, the Agreement may be renewed for two (2) additional twelve (12) month period(s).

## 9.10 Payment

*(Note: This section shall be included in all RFPs but may be altered or revised appropriate to the Proposal. The following is an example of possible wording to describe ...i.e. who to bill, how to bill, information required on invoice, etc.)*

### 9.10.1 Electronic Payments

- a. Supplier must be able to conduct eProcurement transactions on the Workday platform, Punch-Out Catalog and electronic invoicing (cXML format), and must be able to process Automated Clearing House (ACH) payment transactions or ePayables for payment.
- b. Supplier is expected to enroll in either the Bank of America PayMode or ePayables system.

The PayMode system require 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

Supplier must select one of the following payment terms as a part of their proposal:

- 2% 10 Days, Net 30
- 1% 20 Days, Net 30
- Net 30

### 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](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.

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

## 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

The following section 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 - SAMPLE PARTICIPATION AGREEMENT

## LOUISIANA STATE UNIVERSITY PARTICIPATION AGREEMENT

BETWEEN  
("Supplier Name")  
AND  
Louisiana State University

This Participation Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Effective Date**") by and between \_\_\_\_\_ ("**Supplier**") and Louisiana State University ("LSU").

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

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

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

### **1. INCORPORATION OF AGREEMENT.**

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

### **2. TERM AND TERMINATION.**

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

### **3. PAYMENT TERMS.**

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

### **4. REPORTING.**

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

**5. NOTICES.**

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

With a copy to: "Supplier Name"

If to Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**6. GOVERNING LAW**

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

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

**LOUISIANA STATE UNIVERSITY**

**[NAME OF SUPPLIER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT D - VETERAN/HUDSON INITIATIVE VERIFICATION

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 entrepreneurship(s) below and provide clearly labeled supporting documentation:

a. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Total Contract Amount of Subcontract: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Total Contract Amount of Subcontract: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Total Contract Amount of Subcontract: \_\_\_\_\_



d. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Certification Number: \_\_\_\_\_  
Total Contract 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: \_\_\_\_\_  
Total Contract Amount of Subcontract: \_\_\_\_\_

b. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Certification Number: \_\_\_\_\_  
Total Contract Amount of Subcontract: \_\_\_\_\_

c. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Certification Number: \_\_\_\_\_  
Total Contract Amount of Subcontract: \_\_\_\_\_

**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").

#### **TERM**

The term of this Agreement shall be for (xx) years, commencing on \_\_\_\_\_ ("Begin date") and ending on the day immediately preceding the (xx) anniversary of the Begin date ("End date"). This Agreement may be extended for (xx) additional (xx) month periods, subject to the mutual Agreement of LSU and Supplier.

#### **SCOPE OF SERVICES**

In accordance with the specifications outlined in the RFP document, Exhibit A provides the scope of services, tasks, and deliverables the University requires of the Supplier.

#### **SUPPLIER OBLIGATIONS**

Supplier Obligations

#### **UNIVERSITY OBLIGATIONS**

The University will provide at least a thirty (30) days' notice for quarterly, semi-annual, or annual business reviews. The University will provide Campus mail services, under policies and rules governing its use as provided for in Louisiana State University Policy Statement 91. ([https://lsu.edu/policies/ps/ps\\_91.pdf](https://lsu.edu/policies/ps/ps_91.pdf))

#### **CONTRACT MODIFICATIONS**

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.

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.

#### **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.

## **HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of Contractual language.

## **DIVERSITY**

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/supplierdiversity/>

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.

## **TERMINATION**

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.

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.

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.

## **OWNERSHIP**

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.

## **INDEMNIFICATION**

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.

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.

## **UNIVERSITY NAME AND LOGO USE**

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.

## **USE OF UNIVERSITY FACILITIES**

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.

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.

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.

## **FACILITY AND CONSTRUCTION OVERSIGHT**

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.

#### **WAIVER**

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.

#### **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.

*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.*

#### **TAXES**

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.

#### **DISCRIMINATION CLAUSE**

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.

#### **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](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.

#### **LICENSES AND PERMITS**

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.

#### **SUBCONTRACTORS**

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.

#### **INSURANCE**

Supplier shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Suppliers, agents, representatives, or employees.

##### **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/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier /vendor is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

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

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

##### **Automobile Liability**

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

##### **Excess Insurance**

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

##### **Other Insurance Requirements**

##### **Additional Insured Status**

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

**Waiver of Subrogation/Recovery**

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

**Primary Coverage and Limits of Insurance**

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

**Subcontractors**

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

**Deductibles and Self-Insured Retentions**

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

**Acceptability of Insurers**

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

**Verification of Coverage**

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

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

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

**Special Risks or Circumstances**

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

**PAYMENT TERMS**

The University shall pay Supplier for services rendered in accordance with the Recovery Services Cost Schedule set forth in Attachment II of this RFP. If pricing is not available on the schedule, then the price shall apply as listed on the

Respondent'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.

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

#### **SUBSTITUTION OF PERSONNEL**

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.

#### **NOTICES**

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:**

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

With copy to:

#### **ASSIGNMENT**

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.



### **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 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.

### **CONFIDENTIALITY**

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.

### **INFORMATION SECURITY**

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.

### **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.

### **CONTRACT CONTROVERSIES**

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

### **RIGHT TO AUDIT**

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

### **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. 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

### **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.

### **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.

### **ENERGY POLICY AND CONSERVATION ACT**

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).

### **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.

### **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.

**GOVERNING LAW**

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.

**SEVERABILITY**

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.

**COMMENCEMENT OF WORK**

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.

**COMPLETE CONTRACT**

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.

**ORDER OF PRECEDENCE**

The Request for Proposal (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 \_\_\_\_\_ 202\_\_, 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

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

\_\_\_\_\_  
Chief Procurement Officer  
*Assistant Vice President for Procurement & Property  
Management*

THUS DONE AND SIGNED by Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, 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

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

**ATTACHMENT F - FINANCIAL PROPOSAL**

State your proposed All-Inclusive Flat Fee, inclusive of travel costs and all expenses for providing all of the services to the five (5) Funds accounts described in this RFP at an unlimited activity level. All fees must be quoted as an annual fee to be billed quarterly in arrears over the three-year period. For purposes of financial proposals; Attachment G, Investment Portfolio Structure, is provided showing the Funds accounts structures.

**NOTE: Financial Proposal shall be the sum of the All-Inclusive Flat Fee for years 1, 2 and 3.**

**A. All Inclusive Flat Fee (Annual)**

Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____

*Failure to provide a Financial Proposal shall be cause for rejection as non-responsive.*

# ATTACHMENT G - INVESTMENT PORTFOLIO STRUCTURE

Funds Asset Market Values  
As of November 30, 2022

Non-Endowed	
<b>Fixed Income</b>	<b>\$433,915,489</b>
	<hr/>
Endowed	
<b>Fixed Income</b>	<b>\$15,471,864</b>
<b>Equities</b>	<b>\$8,008,064</b>
	<hr/>
	<b>\$23,479,928</b>
	<hr/>
Osher	
<b>Fixed Income</b>	<b>\$1,453,876</b>
<b>Equities</b>	<b>\$717,042</b>
	<hr/>
	<b>\$2,170,918</b>
	<hr/>
LSU System Health Plan	
<b>Fixed Income</b>	<b>\$30,482,472</b>
	<hr/>
Common Stock	
<b>Common Stock</b>	<b>\$31,014</b>
	<hr/>
<b>Total Portfolio</b>	<b>\$490,079,821</b>
	<hr/> <hr/>
	<hr/> <hr/>