

SOLICITATION FOR OFFER	LSU	BID DUE DATE AND TIME
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		09/17/2024 02:00 PM CT

SOLICITATION RFQ-0000002305 SUPPLIER # SUPPLIER NAME AND ADDRESS <div data-bbox="177 394 789 606" style="border: 1px solid black; height: 100px; width: 100%;"></div>	RETURN BID TO Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Jamie Phillips Maddie Buyer Phone +1 (225) 578-7552 Buyer Email jphil41@lsu.edu Issue Date 07/19/2024
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TITLE: Management of the LSU University Bookstore

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Table of Contents

SECTION 1: INTRODUCTION AND BACKGROUND	5
1.1 University Information	5
1.2 Purpose	5
1.3 Goals and Objectives	6
1.4 Key Challenges and Concerns	6
1.5 Resources	7
1.6 Term	7
SECTION 2: ADMINISTRATIVE INFORMATION	8
2.1 Definitions	8
2.2 Schedule of Events	12
2.3 Mandatory Pre-Offer Tour	12
2.4 Offer Submittal	13
2.5 Offer Response Format	14
2.5.1 Number of Response Copies	14
2.5.2 Collateral Information	14
2.6 Confidential Information, Trade Secrets, and Proprietary Information.....	15
2.7 Offer Clarifications Prior to Submittal	15
2.7.1 Inquiry Periods.....	15
2.7.2 Blackout Period	16
2.8 Errors and Omissions in Offer	16
2.9 Changes and Addenda.....	16
2.10 Withdrawal of Offer	16
2.11 Waiver of Administrative Informalities.....	17
2.12 Cost of Offer Preparation	17
2.13 Ownership of Offer.....	17
2.14 Right to Reject	17
2.15 Offer Validity	17
2.16 Acknowledgement of Supplier Responsibility.....	17
2.17 Written Clarification /Presentations	17
2.17.1 Demonstration Guidelines	18
2.18 Best and Final Offer (BAFO)	18
2.19 Notice of Intent to Award.....	18
2.20 Debriefings	18
2.21 Right to Protest.....	18
2.22 Protest Bond and Security.....	18
2.23 Contract Negotiations	19
2.24 Supplier Engagement	19

2.25	Contract Award and Execution	19
2.26	Commencement of Work.....	19
2.27	Non-negotiable Contract Terms.....	20
	SECTION 3: SCOPE OF WORK.....	21
3.1	Textbooks/Course Materials.....	21
3.2	Retail	22
3.3	Current Operations Locations/Facilities	23
3.4	University Name and Logo.....	23
3.5	Service Response Standards	23
3.6	Operating Plan.....	23
3.7	Management Reporting Requirements.....	24
3.8	Procurement and Cost Control	24
3.9	Marketing	24
3.10	Administrative Responsibilities	25
3.11	Alterations to Premises.....	25
3.12	Management and Personnel.....	25
3.13	Maintenance.....	26
3.14	Equipment and Vehicles.....	27
3.15	Telecommunications and Technology	27
3.16	Safety and Sanitation	27
3.17	Inspection	28
3.18	Emergency Response.....	28
3.19	Financial and Accounting	28
	3.19.1 Performance Bond or Letter of Credit	28
	3.19.2 Auditing and Accounting.....	29
3.20	Credit Cards	29
3.21	Campus Debit	30
3.22	Safety and Security.....	30
3.23	Subcontractors	30
3.24	Transition.....	30
	SECTION 4: EVALUATION	31
4.1	Evaluation and Selection.....	31
	4.1.1 Evaluation Team.....	31
	4.1.2 Review and Evaluation (Points based on current SFO requirements)	31
	SECTION 5: RESPONDENT QUALIFICATIONS AND EXPERIENCE.....	32
5.1	Management Offer.....	32
5.2	Respondent Financial Information	32
5.3	HUB Supplier Participation	32

5.4	Subcontractor Information	32
5.5	Respondent Qualifications.....	33
5.6	Respondent Experience	33
5.7	Personnel Qualifications	33
5.7.1	Management	33
5.7.2	Staffing.....	33
5.7.3	Resumes.....	34
	SECTION 6: TECHNICAL OFFER.....	35
6.1	Partnership	35
6.2	Customer Feedback and Marketing.....	35
6.3	Transition and Implementation Plan.....	35
6.4	Investment Plan.....	36
6.5	Continuous Improvement	36
	SECTION 7: FINANCIAL OFFER	37
7.1	Bookstore Commissions	37
7.2	Additional Cash Payments and In-Kind Contributions.....	37
7.3	Capital Investments.....	38
	SECTION 8: VETERAN AND HUDSON INITIATIVE.....	39
	SECTION 9: GENERAL INFORMATION.....	41
9.1	Data Security	41
9.2	Use of Subcontractors	41
9.3	Prohibition of Discriminatory Boycotts of Israel.....	41
9.4	Campus Participation	42
9.5	Insurance Requirements	42
9.6	Subcontractor Insurance.....	44
9.7	Indemnification and Limitation of Liability	44
9.8	Compliance with Applicable Law	44
9.9	Commission & Guaranteed Minimum Annual Payment.....	44
9.10	Taxes	45
9.11	Assignment	45
9.12	Audit/Retention of Records	45
9.12.1	Audit of Persons Submitting Cost or Pricing Data.....	45
9.12.2	Contract Audit	45
9.13	Content of Contract/Order of Precedence	45
9.14	Contract Changes.....	45
9.15	Governing Law	46
9.16	Termination	46
9.16.1	Termination of the Contract for Cause.....	46

9.16.2	Termination of the Contract for Convenience	46
9.16.3	Termination for Non-Appropriation of Funds	46
9.17	Anti-Kickback Clause	46
9.18	Substitution of Personnel	46
9.19	Clean Air Act	47
9.20	Energy Policy and Conservation Act	47
9.21	Clean Water Act.....	47
9.22	Anti-Lobbying and Debarment Act	47
9.23	Fund Use	47
9.24	Warranties.....	47
9.25	Accessibility	48
9.26	Licenses and Permits	48
9.27	Severability	48
9.28	Code of Ethics	48
9.29	Security	48
9.30	Personnel and Background Checks	49
9.31	Parking and Transportation	49
9.32	Acknowledgement of Other Agreements.....	49
	ATTACHMENT A - CERTIFICATION STATEMENT	50
	ATTACHMENT B - HUB SUPPLIER PARTICIPATION RESPONSE FORM	51
	ATTACHMENT C - SAMPLE PARTICIPATION AGREEMENT.....	52
	ATTACHMENT D - VETERAN/HUDSON INITIATIVE VERIFICATION.....	54
	ATTACHMENT E - SAMPLE CONTRACT	56
	ATTACHMENT F - FINANCIAL OFFER	67
Appendix A:	Bookstore Sales Figures.....	68
Appendix B:	Bookstore Floorplans	77

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.

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

LSUA: Louisiana State University at Alexandria, herein referred to as “LSUA” or “LSU Alexandria” is in Central Louisiana, just south of Alexandria. The institution is solely dedicated to baccalaureate instruction with LSUA being the only university in Louisiana dedicated to undergraduate education. Current enrollment is over 5600 students with 2000 being online, 800 being dual enrollment and 1800 enrolled in face-to-face programs on the LSUA Campus where the residential population is approximately 225 each semester. LSUA’s enrollment is projected to be over 7,000 by Fall 2025.

The LSUA student population consists of students from every parish in Louisiana as well as all 50 states and 26 countries. The LSUA Campus is made up of 230 acres surrounded by rural farm fields and communities.

LSUS: Founded in 1967, Louisiana State University Shreveport herein referred to as “LSU Shreveport” or “LSUS” is the regional urban comprehensive university in the Shreveport-Bossier metropolitan area and the Arkansas-Louisiana-Texas region. LSUS has 23 undergraduate degree programs, 15 graduate programs, and a Doctor of Education (Ed.D.) in Leadership Studies. LSUS is at the forefront in providing flexibility to the learning modality with many of the degree programs being offered in a 100% online learning path.

1.2 Purpose

The purpose of this Solicitation for Offers is to solicit offers from qualified sources to enter into a contract to provide management of the LSU University Bookstore for Louisiana State University. The University seeks a partner with an established record of providing high quality, innovative bookstore management services in the higher education market. The successful Respondent will provide management of the University Bookstore on three campuses (LSU A&M, LSU Alexandria and LSU Shreveport) in accordance with the terms, conditions and specifications contained in this SFO. All Respondents must demonstrate a plan for the future of the University Bookstore. A clear understanding of the distinctive nature of the higher education culture and the important role that the University Bookstore plays in that culture is a critical component of the SFO response. The purpose of this Solicitation for Offers (SFO) is to obtain competitive Offers as allowed by the Higher Education Procurement Code (LAC 34:XIII.501.A.2), from bona fide, qualified Respondents.

- A. It is our intent to grant the successful Respondent exclusive rights to the operation of the University Bookstore on the LSU campuses at the facilities listed below. Supplier shall have the sole responsibility of maintaining these facilities in an acceptable manner to the University. The Supplier shall provide the University with complete services related to course materials. Supplier may offer for sale such merchandise as generally sold in college and university bookstores, including a wide selection of University emblematic apparel, memorabilia and merchandise, and other related products.
- B. Offers should include bookstore operations on the following LSU campuses: LSU A&M, LSU Alexandria and LSU Shreveport. LSUS's current contract ends June 30, 2026.

1.3 Goals and Objectives

The University's objective is to have an attractive and functional campus bookstore that draws the campus community, visitors and others to the bookstore and to maximize sales and customer service through the provision of goods and services that meet the needs of the campus community.

LSU seeks a Supplier that will act as a true strategic and operational partner in ensuring that the University Bookstore fully aligns with the University's needs, culture, and standards of excellence. Following are LSU's key aspirations and priorities for the University Bookstore.

- A. To support the academic mission of the University by providing efficient and effective textbook/course materials service to the students and faculty.
- B. To provide easy access and multiple distribution channels for textbooks and course materials.
- C. To increase and implement effective strategies to reduce the cost of textbooks/course materials to LSU students through the use of emerging technologies and creative solutions.
- D. To provide the campus community with a full range of a variety of quality products, delivery, and customer service consistent with a first-class University Bookstore.
- E. To enhance customer service by strengthening the price/value relationships of the University Bookstore's products and services.
- F. To develop a working relationship with appropriate University academic and athletic programs.
- G. To provide a high level of customer service.
- H. To maintain clean and attractive physical facilities for the University Bookstore operations.

1.4 Key Challenges and Concerns

- A. Reduce the cost of textbooks/course materials to LSU students and improve affordability for LSU students.
- B. Provide excellent customer service, including the following: minimize transaction times and wait times for in-store and e-commerce transactions; ensure efficient processing of all transactions, especially during busy periods to ensure minimal wait times for customers during peak volume times; and utilize state-of-the-art technology for course materials operations and general merchandise operations (i.e. point-of-sale transactions, inventory status, etc.)

1.5 Resources

- A. LSU: <https://lsu.edu/>
- B. LSU Campus Map: <https://map.concept3d.com/?id=743#!ct/0>
- C. LSU Academic Calendar: <https://lsu.edu/registrar/academics/academic-calendar.php>
- D. LSUA: <http://www.lsua.edu> – Campus Map and Academic Calendar can be found on the main site.
- E. LSUS: <https://lsus.edu> - Campus Map and Academic Calendar can be found on the main site.
- F. Policy Statement 92: https://lsu.edu/policies/ps/ps_92.pdf

1.6 Term

- A. The contract will commence on May 1, 2025, or the date of award, and shall have an initial term of five (5) years. At the option of LSU and acceptance by the Supplier, the contract may be renewed for one (1) additional five (5) year term.
- B. LSU Shreveport's current contract will not expire until June 30, 2026, at which time Supplier will enter into an addendum to provide Services concurrent with the Agreement term.

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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 SFO, of the respective parties to the arrangement for provision of services.

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

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

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

Bookstore Facilities: University structures where University Bookstore operations are being conducted during this Agreement.

Campus or University: 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. Unless otherwise specified, the LSU Alexandria and LSU Shreveport Campuses, located in their respective cities, are included in the definition of Campus or University.

Campus Debit: A debit card system using the LSU ID to provide a fast, safe and convenient way to make purchases on and off campus. LSU A&M: TigerCASH, LSUA: OaKash, LSUS: PilotCash.

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

Commissions: Commission shall refer to the applicable percentage commission rate paid to the University based on Gross Sales.

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

Equipment: Equipment shall refer to all furniture and machinery, except leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling, and accounting of product, and unless specified otherwise herein.

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

Events: Scheduled University events, conducted on campus and such other events as the University may designate in Agreement with the Supplier.

Facility Improvements: Facility Improvements shall refer to all furnishing, fixtures, equipment.

Financial Return Based on the Commission Schedule: The percentage of Gross Sales proposed to be paid to LSU annually.

Gross Sales: The total amount of income of any nature or kind collected by or credited to any Supplier account during the applicable year of this Agreement arising pursuant to any right(s) granted by this Agreement, less applicable sale taxes, voids, refunds, and pass-through income approved by University. Gross Sales shall include but shall not be limited to all goods and services sold by Supplier within the Leased Premises, at other venues on University property or to consumer purchase goods and services by e-commerce using any Internet site established and operated pursuant to rights granted hereunder. If at any time an Internet site is linked to an external site, Gross Sales from linked site shall be tracked, reported, and added to Gross Sales. Where purchases are made with debit or credit cards or other debit or credit instruments, Gross Sales shall not be reduced by any amount charged to service the debit or credit function.

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

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

LSU or LSU A&M: Shall mean Louisiana State University and Agricultural & Mechanical College which is a University under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College.

LSU Alexandria (LSUA): Shall mean Louisiana State University at Alexandria which is a University under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College and located in Alexandria, Louisiana.

LSU Shreveport (LSUS): Shall mean Louisiana State University at Shreveport which is a University under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College and located in Shreveport, Louisiana.

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

Mandatory Requirements: For purposes of this SFO, the terms "shall," "must," and "will" denote mandatory requirements.

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

Minimum Annual Financial Guarantee: The minimum annual financial payment represented in U.S. dollars from the Supplier to University per year.

Must: The term "must" denotes mandatory requirements.

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

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

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

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

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

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

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

Service(s): 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.

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

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

Shall: The term "shall" denotes mandatory requirements.

Should: The term "should" denotes a desirable action.

State: The State of Louisiana.

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

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

Transition Period: The period prior to the commencement of operations on May 1, 2025.

University or LSU: 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. Unless otherwise specified, the LSU Alexandria and LSU Shreveport Campuses, located in their respective cities, are included in the definition of Campus or University.

University Bookstore Premises: All areas forming the University Bookstore facilities, assigned to the Supplier for its exclusive use under this Contract.

University Contract Manager: The University staff person responsible for managing the Agreement:
LSU A&M: Assistant Vice President, Auxiliary Services
LSU Alexandria: Vice Chancellor for Finance and Administrative Services

LSU Shreveport: Vice Chancellor for Finance and Administration

Will- The term “will” denotes mandatory requirements.

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2.2 Schedule of Events

Event	Date	Time (CST)
SFO posted to the LaPAC	July 19, 2024	
Mandatory Pre-Offer Tour - Shreveport	August 14, 2024	
Mandatory Pre-Offer Tour - Alexandria	August 14, 2024	
Mandatory Pre-Offer Tour – Baton Rouge	August 15, 2024	
Deadline for Receiving Written Inquiries.	August 27, 2024	2:00 PM
Issue Responses to Written Inquiries	September 5, 2024	
OFFER DUE DATE AND TIME. Offers received late for whatever reason will not be considered.	September 17, 2024	2:00 PM
Written Clarifications/Presentations Please note that designated Respondents may be required to make oral presentations relative to their respective Offers prior to the final selection of the Supplier. Those Respondents selected to make such presentation will be notified.	TBD	
Best and Final Offer (BAFO)	TBD	
Notice of Intent to Award issued	TBD	
Contract start date (Proposed)	May 1, 2025	

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

2.3 Mandatory Pre-Offer Tour

A mandatory pre-offer tour of the Bookstore Facilities on all three (3) Campuses will start at 8:30AM CST on August 14, 2024 at LSU Shreveport in the LSUS Bookstore located at One University Place, Shreveport, LA 71115. Respondents are then required to meet at 12:30PM CST on August 14, 2024 at LSU Alexandria in the LSUA Bookstore located at R111 W. Wing Student Center, 8100 Highway 71S, Alexandria, LA 71302. LSU A&M pre-offer tour will begin at 9:30AM CST on August 15, 2024 at LSU A&M Bookstore located at 2 Union Square, Baton Rouge, LA 70803. Transportation will NOT be provided to each campus. The purpose of this meeting will be to permit Respondents to inspect Bookstore Facilities. Although impromptu questions will be permitted and spontaneous answers will be provided during the tour, the only official answer or position of the University will be stated in writing in response to written questions through an official addendum.

Attendance of the tour and meeting is mandatory for consideration of any Offer submitted to this SFO. It is the Respondent's responsibility to inspect the locations, bookstore facilities, equipment, utilities, and other University properties that are subject of this SFO. Failure to adequately inspect all locations, bookstore facilities, equipment, utilities, and other University properties will not relieve the successful Respondent from the

necessity of furnishing and installing, without additional costs to the University, materials and equipment or performing any labor that may be required to carry out the conditions of the Agreement. This will be the only opportunity to inspect these areas.

Offers shall be accepted only from those Respondent(s) who attended the Pre-Offer Tour on all three (3) of the University Campuses. Respondents who are not in attendance for the **entire** Pre-Offer Tour will be considered to have not attended.

2.4 Offer Submittal

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

Jamie P. Maddie, RFP Coordinator
Louisiana State University
Procurement Services
213 Thomas Boyd Hall
Baton Rouge, LA 70803
E-Mail: jphil41@lsu.edu
Phone: 225-578-7552

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

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

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

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

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

RFQ# 000002305

Opening Date: September 17, 2024

Opening Time: 2:00 PM CST

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

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

Louisiana State University
Procurement Services
213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001
Attn: Jamie P. Maddie

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

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

<https://lsu.zoom.us/j/97626460848?pwd=dbNSM6S449zK5ChJXPxX6UAn0qb9Ok.1>.

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

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

2.5 Offer Response Format

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

2.5.1 Number of Response Copies

To submit an Offer, LSU requests that ten (10) hard copies and two (2) electronic copies on separate flash drives in Word or "searchable" PDF format, of an original version of the Offer be submitted to the SFO Coordinator at the address specified for the SFO Coordinator. At least one (1) copy of the Offer must contain original signatures; that copy should be clearly marked as "ORIGINAL" or differentiated from the other copies of the Offer. In addition, LSU requests that two (2) copies of a redacted version of the Offer, including redacted versions of exhibits, attachments, and other components of the Offer, be submitted, and be clearly marked as "REDACTED COPY." One (1) REDACTED copy should be a hard copy and one (1) copy should be electronic on a flash drive in Word or PDF format. The copy of the Offer with original signatures and a redacted copy will be retained for incorporation in any contract resulting from this SFO.

2.5.2 Collateral Information

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

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

2.6 Confidential Information, Trade Secrets, and Proprietary Information

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

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1-44) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Offer. Respondents should refer to the Louisiana Public Records Act for further clarification.

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

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

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

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

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

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

2.7 Offer Clarifications Prior to Submittal

2.7.1 Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the Offer documents and to submit any written inquiries relative thereto. Without exception, all inquiries

MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-Offer conference). All inquiries must be received by the time specified on the Inquiry Deadline date set forth in the Schedule of Events, as per Section 1.3 of this SFO. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to the SFO Coordinator (Section 2.3).

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

2.7.2 Blackout Period

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

2.8 Errors and Omissions in Offer

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

2.9 Changes and Addenda

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

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

2.10 Withdrawal of Offer

An Offer which contains a patently obvious, unintentional, and substantial mechanical, clerical or mathematical error or unintentionally omits a substantial quantity of goods or services called for in the solicitation may be

withdrawn by the Respondent if clear and convincing sworn, written evidence of such error or omission is furnished to the university prior to award.

2.11 Waiver of Administrative Informalities

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

2.12 Cost of Offer Preparation

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

2.13 Ownership of Offer

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

2.14 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 (LAC 34:XIII.1305), the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

2.15 Offer Validity

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

2.16 Acknowledgement of Supplier Responsibility

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

2.17 Written Clarification /Presentations

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

2.17.1 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.

2.18 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.

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

2.20 Debriefings

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

2.21 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.

2.22 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.

2.23 Contract Negotiations

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded contract. The resulting contract shall be based on the Solicitation for Offers and all required Respondent submissions. Should negotiations stall between the University and the first Respondent, the University reserves the right to break-off negotiations with the first Respondent and begin negotiations with the second highest scored Respondent. The University reserves the right to continue such negotiations with the third and then subsequent highest scored Respondent if negotiations stall with the previous Supplier. If no Offer is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Offers and cancel the solicitation.

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

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

2.24 Supplier Engagement

LSU is committed to fostering innovation, entrepreneurship and growing the Louisiana economy through the use of Historically Underutilized Businesses (HUBs) for University contracting and Procurement opportunities. The University encourages HUB 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 HUBs through the delivery and implementation of Services, including a firm commitment to utilization of HUBs for incorporation into any agreement with the University.

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.

2.25 Contract Award and Execution

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

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

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

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

2.26 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.

2.27 Non-negotiable Contract Terms

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

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SECTION 3: SCOPE OF WORK

3.1 Textbooks/Course Materials

Supplier shall provide the University with complete services related to course materials. In meeting this objective, the successful Supplier will:

- A. Supply in a timely manner, to be available for purchase by students according to the schedule established by the University, a sufficient quantity of all required and recommended, or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, open educational resources (“OER”) and make available all content in-store or online.
- B. Provide access to OER course materials to support academic programs as needed/required as well as accommodate the adoption of OER as requested by University faculty.
- C. Furnish a wide selection of current trade, academic and technical literature in support of academic disciplines at the University.
- D. Provide a response within 24 hours to users requiring special order literature and other such material.
- E. Maintain price levels competitive with other campus-based bookstores and a strategy to provide affordability for University students. Suppliers are encouraged to provide a “lowest price guarantee” on textbooks to ensure against complaints that the on-campus bookstore has higher prices than its nearby off-campus competitor or online retailers. An easy procedure that is marketed to students should exist to accommodate those customers who indicate that a textbook was priced less at a competitor’s bookstore or online retailer and the price match should allow for a refund in the tender used during the purchase (not a gift card). In addition, Supplier shall share other strategies to promote affordability.
- F. Provide an interactive, easy to navigate, website allowing students to purchase materials online with reasonable, industry standard delivery of materials.
- G. Supplier shall provide University with a comprehensive Course Materials Adoption Tool.
 - i. The Adoption Tool shall include, but not be limited to (a) providing faculty the ability to submit textbook adoptions online and (b) the ability for University students to obtain their complete list of textbooks, course materials, and course related supplies.
 - ii. Adoption Reporting Capabilities must include, at a minimum, the following reporting capabilities:
 - Historical adoption data and reports
 - Overall adoption numbers and percentages for a term/semester
 - Adoption number and percentages per course for a term/semester
 - Adoptions without required course materials
 - Adoption compliance report (with ability to sort by date, course, department, etc.)
 - Other adoption reports as requested by the University.
- H. Provide required textbooks and other items for all courses offered through the University; collaborate with faculty to ensure optimal delivery of course materials.
- I. Develop an acceptable buyback plan of used textbooks for reoccurring classes. Notwithstanding the fact that class sizes may differ from those in the past, if a class will be held again and the textbook edition is

the same, it is expected that the student's used book will be purchased even though to do so might mean that an "overstocked" situation may occur based on predicted class sizes.

- J. Supplier shall post, conspicuously, bookstore policies concerning refunds, buy-backs, exchanges, discounts, which shall be agreed upon by the Supplier and the University and be at least the following:
 - i. New textbooks must be in new condition. Textbooks of defective manufacture will be given full refund. New textbooks may be returned for full refund during the first week of each semester, with valid sales receipt.
 - ii. Refunds will be made for used textbooks under the same policy as new textbooks. The full refund will be based on the price paid for the used textbook.
 - iii. Reference books (non-required course books) may be returned within five (5) working days of purchase for a full refund with a valid sales receipt.
- K. Supplier shall work with University to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and locals laws, rules and regulations.
- L. Prices shall adhere to the following pricing specifications:
 - i. All new textbooks shall be priced and sold at no higher than the publisher list price, or up to a twenty-five percent (25%) gross margin from net price whichever is less.
 - ii. Used textbooks in saleable condition shall be priced and sold at no more than seventy-five percent (75%) of the current new list price.

3.2 Retail

Supplier may offer for sale such merchandise as books, soft goods, school supplies, stationery, greeting cards, university jewelry and gift items, imprinted sporting goods, desk and room accessories, and other items generally sold in college and university bookstores. Supplier will:

- A. Offer a wide selection of University emblematic apparel, memorabilia and merchandise, and other related products.
- B. All merchandise shall be sold at no more than the manufacturer's suggested retail price or at a price that will accommodate a customary gross profit margin agreeable to University and Supplier if suggested retail price is not offered. Merchandise and services sold within the University Bookstore Premises or pursuant to rights granted hereunder shall be as approved by University. Request by Supplier to increase prices for merchandise and services offered shall be made to the University in writing. University reserves the right to reject price increases; however, no such rejection shall be on an arbitrary basis.
- C. Enhance visibility and marketing to present a welcoming, attractive, customer friendly atmosphere to students, faculty, staff, prospective students, and other campus visitors.
- D. Provide for the sale or rental of graduation regalia; provide for the sale of Commencement announcements and signature rings.
- E. Cooperate with the University's Athletic and other auxiliary organizations to jointly market soft goods.
- F. Offer full-service online ordering capability. Provide an interactive, easy to navigate, website allowing students, University employees, and alumni to purchase merchandise on-line.
- G. Supplier shall offer to University faculty, staff and LSU employee retirees a discount of at least ten percent (10%) on the sale of goods and merchandise.

3.3 Current Operations Locations/Facilities

Current floor plans for locations below can be found in Appendix B.

- A. LSU Bookstore, located at 2 Union Square, Baton Rouge, LA 70803
Fifty-three thousand, and thirty-two (53,032) square feet
- B. LSUA Bookstore, located at R111 W. Wing Student Center, 8100 Highway 71S, Alexandria, LA 71302
Four thousand and seven hundred and eighty (4,780) square feet
- C. LSUS Bookstore located at One University Pl, Shreveport, LA 71115
Two thousand six hundred and seventeen (2,617) square feet

3.4 University Name and Logo

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.

Collegiate Licensing Program: Supplier acknowledges that LSU licenses the use of the LSU name and other trademarks on products through an agency agreement with IMG College Licensing. LSU licenses on a non-exclusive basis a large variety of LSU branded merchandise which is sold from locations on the LSU campus and locations off campus. All retail LSU branded merchandise must be produced by an LSU licensee who is responsible for paying a royalty to LSU.

Supplier shall withdraw immediately from display and sale any item or service or other marketing activity which the University requests in writing not to be sold in or through the bookstore. Such University request will not be made arbitrarily or capriciously and will be based on reasonable public relations, safety, health, security, or legal concerns. Supplier will be provided the opportunity to discuss with the appropriate University officials or counsel, reconsideration of such requests for withdrawal of items.

The Supplier will not place - or cause to be placed or maintain on or about the premises of the University, including the glass or window or any door, any sign and/or advertising matter, decoration, lettering, or other thing of any kind without first obtaining the University's written approval. The Supplier will maintain any of the above approved materials in good condition and always repair them.

3.5 Service Response Standards

- A. Supplier must anticipate and resolve service issues immediately. Supplier should review problems on a regular basis to discuss and implement solutions to prevent recurrences. Examples of such problems include excessively long lines, bottlenecks in traffic flow, delays in production, products which are difficult to serve, shortages of Equipment and supplies, and insufficient supplies of merchandise, etc.
- B. Supplier shall provide for the receipt of all complaints from customers and shall respond promptly on its own behalf in a positive, courteous, and concerned manner and shall take action to ensure the causes of legitimate complaints are corrected. The University shall receive copies of all complaints along with Supplier's resolution of said complaints.

3.6 Operating Plan

- A. Any enhancements or proposed changes to programs, hours of operation and days of operation must be included.

- B. Supplier must include description ensuring proper preparation for upcoming busy periods, including dates for Events such as Grad Fair, Game Days, Welcome Week, Orientation, Family Weekend, Homecoming, and Fall Fest.
- C. During the term of this agreement the Supplier's days and hours for the Fall, Spring, and Summer semesters must be reviewed and approved by the University. The minimum operational hours are Monday through Friday, 8:00AM – 4:30PM when classes are in session.

3.7 Management Reporting Requirements

- A. Supplier must provide the University with a monthly financial sales report within five (5) days following the end of the month. The monthly sales report must detail sales by category.
- B. Supplier must provide to the LSU Board of Regents the course schedule and any required textbooks which have been reported to the institution prior to opening course registration, but not later than thirty (30) days prior to the beginning of each academic term as outlined in the Louisiana Legislature [Act No. 125 \(Senate Bill No. 117\)](#).
- C. Adoption and Pricing report for books by semester to University Contract Manager for contract compliance on pricing.
- D. The Supplier will be required to provide the University with an update on initiatives, goals, and progress.
- E. Tier 2 spend is spend reported by primary (non-HUB) suppliers of LSU who subcontract work to or make purchases from a HUB supplier. During the term of the contract and at expiration/termination, primary (non-HUB) suppliers may be asked to submit Tier 2 reporting of spend with HUB suppliers on a mutually agreed upon schedule (e.g., quarterly, annually). Awarded Supplier may be asked to utilize LSU's third-party software for reporting Tier 2 spend.
- F. Special reports and analysis as may be requested by the University's Contract Manager.
- G. Supplier's Bookstore General Manager will meet with the University monthly to review operational and financial performance, discuss areas of concern, and agree on courses of action for ongoing improvement.

3.8 Procurement and Cost Control

- A. Supplier will procure all textbooks, course materials, retail merchandise and café items for the bookstore program. Occasionally, the University may request vendors be considered for use by Supplier. Supplier will make a good faith effort to honor the request, assuming the vendor meets Supplier's quality assurance standards.
- B. Supplier will make every effort to aggressively manage costs, including securing inventory against pilferage and inventory control that tracks and reconciles projected inventory to actual.

3.9 Marketing

- A. Use satisfaction surveys, committee feedback, and other forms of communication to anticipate and adjust to University trends.
- B. Supplier will adhere to University brand standards, graphic guidelines, writing style, and media relations protocols, as approved and authorized by each independent campus. All signage, advertising, or promotions must be reviewed and approved by each campus.

- C. Supplier must establish and maintain a robust informational website for each campus Bookstore program. The website shall contain, at a minimum, information on days/hours of operation, contact telephone numbers, and emails. All information on the website must be kept current.
- D. Supplier will provide information to incoming students through their website, videos, literature, presentations, and table presence at Orientation Events.

3.10 Administrative Responsibilities

- A. Results of any inspection or audit performed by any governmental authority will be immediately provided to the University.
- B. Supplier will comply with all applicable requirements regarding delivery times, access and security restrictions/requirements, safety standards, and site speed limits.
- C. Supplier will notify the University immediately of any unsafe or unhealthy conditions and take immediate appropriate action to remedy the condition(s), where said remedy is within Supplier's responsibility.
- D. Supplier will inform the University immediately of any personal injuries and accidents that require medical treatment.
- E. Supplier will collect and remit all taxes associated with its program to the appropriate taxing authorities.
- F. Supplier will review its cash collection procedures with the University upon request.

3.11 Alterations to Premises

- A. Supplier will be responsible for funding and installing any proposed furnishing, fixtures, and equipment in the bookstore facilities.
- B. Supplier will be responsible for restroom repair and renovations, including 1) doors 2) walls 3) floor coverings. For A&M campus, Supplier will also be responsible for repair and renovations to 1) toilets, sinks urinals and other plumbing fixtures 2) stalls 3) soap dispensers and 4) paper towels and dispensers or other hand-drying equipment. University will be responsible for any plumbing that is behind the walls or under the floor.
- C. University will be responsible for maintenance, repair and replacement, in its sole discretion, of all air handlers, floor coverings, doors, windows, and other building components. For A&M campus, University will also be responsible for the escalator and elevator.
- D. University will be responsible for interior painting every seven (7) years, and that any additional painting will be responsibility of Supplier.
- E. All intended facility additions, alterations, improvements, and/or construction will be made as a mutually agreed by the Supplier and the University. If any addition, alterations, improvements, or construction is to be made by Supplier, all plans and specifications for such work must be reviewed and approved by the Office of Planning, Design, and Construction prior to construction. University may require review and approval of any written construction contracts and may require a performance bond from any contractor.

3.12 Management and Personnel

- A. The Supplier must perform to the satisfaction of the University and be subject to the supervision and control of the University's Contract Manager. Oversight would include, but not be limited to, daily operational Supplier Contract adherence, monitoring the accurate financial reporting, payment and financial

performance of Supplier, reviewing service and quality levels delivered to the customers, and customer service satisfaction monitoring. Any major proposed changes to the Agreement, including but not limited to, days and hours of operation, pricing, and major staffing, must be approved in writing by the University's Contract Manager.

- B. The Supplier shall always maintain an adequate level of staffing on duty at the University to ensure a quality University Bookstore operation. To maintain a high quality of service, the Supplier shall be responsible for providing expert, experienced, and qualified personnel for administration and supervision and/or at the Supplier's district, regional or corporate level.
- C. The Supplier shall be solely responsible for all personnel actions regarding employees. The Supplier shall have the capability of and be financially responsible for complying with all applicable federal, State, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses. The Supplier shall act as an independent contractor, and not an agent of the University, in all aspects of any management and operational duties and responsibilities in its delivery of the LSU Bookstore program.
- D. The University shall have the right to conduct interviews of proposed candidates for the Supplier's General Manager and will have final approval over the manager assigned to head the University Bookstore and all managers assigned to head individual areas of the bookstore such as textbooks, sent to the University by the Supplier. While the University reserves the right to review and comment on such appointments, the Supplier alone will be responsible for making such appointments. The Supplier shall not transfer or change the General Manager unless thirty (30) days advance notice in writing is provided to the University and a suitable replacement is on-site.

3.13 Maintenance

- A. For Baton Rouge Campus only, University will provide utilities, dumpster service for trash and garbage, air conditioning, video surveillance and such other services as may be mutually agreed (herein "University Services"), where applicable, to the Supplier premises, and Supplier shall pay University, as "Additional Rent" due under this Agreement, all costs of operation and maintenance attributable to the Bookstore Facility in order to fairly and accurately cover the costs of operation and maintenance thereof. No later than February 1st beginning with the first year and then every third year after that, University shall meet with Supplier, review costs of University Services, and provide Supplier with the amount of Additional Rent for University Services applicable to the next thirty-six (36) month period. Additional Rent for such University Services provided by the University hereunder shall be on the basis of One-Thirty-Sixth (1/36) of the thirty-six (36) month amount and paid by Supplier by the first of the month. The University will make reasonable efforts to provide continuous provision of University Services and to restore Services following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption or failure of any such Services.
- B. The University will furnish and maintain fire extinguisher equipment and supplies. However, Supplier will notify University immediately after any fire extinguisher use or discharge, and Supplier will pay for any recharge after use.
- C. For Alexandria and Shreveport Campuses only, Campus shall, without cost to Supplier, provide Supplier with access to the Leased Premises and shall furnish, without cost to Supplier, all utilities reasonable and necessary for the efficient performance of this Supplier's services, including, but not limited to, heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services. Campus will make reasonable efforts to provide continuous provision of these Services and to restore services following any interruption. However, the University will not be liable for any product or revenue loss which may occur as a result of the interruption or failure of any such Services.

Supplier will be responsible for all custodial inside the Bookstore premises, including garbage collection and removal to a bin outside the Bookstore premises. Supplier is responsible for telephone services and office furniture. Supplier will supply the labor or material costs required to make any necessary initial Equipment connections. The University will not be liable for spoilage of foods as a result of a power interruption leakage, or other mechanical or utility failure.

- D. Supplier will provide funding for any routine maintenance required including HVAC filters, roof inspection, landscape and other maintenance related work orders. All of this work must be performed by or under the oversight of LSU Facility Services personnel.
- E. Supplier will be responsible for the immediate reporting of all needed repairs. Any repairs of critical priority or emergency must be reported immediately to the University Contract Manager.
- F. Damages caused by carelessness or negligence of Supplier or its employees shall be repaired at the Supplier's expense promptly either by the University or with the University's approval and oversight and to the standards set by the University.

3.14 Equipment and Vehicles

- A. Supplier shall provide and maintain all Equipment used to conduct the University Bookstore operations in a good state of repair.
- B. Equipment must be clean, in good appearance, and in first-class working order at the time of installation. Such Equipment must meet all State, parish, and local safety, and health requirements. Equipment installation and removal where utility connections and/or alteration of the University property is involved shall be by or under the direction of the University at the expense of the Supplier. Supplier is responsible for providing any vehicles or transportation required.
- C. Parking and Transportation: Supplier's employees, subcontractors, vendors, and suppliers will conform to the regulations of University transportation and parking policies. 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 University transportation and parking department.

3.15 Telecommunications and Technology

The Supplier shall be responsible for coordinating with University for installation, maintenance, and expenses incurred for telephone service, network lines, computers, alarms, on the premises. Supplier is responsible for expenses of these services.

3.16 Safety and Sanitation

- A. Supplier shall comply with and observe all (i) applicable federal, State, and local laws, ordinances, rules, regulations, codes (including without limitation, any applicable health, safety or fire codes) administrative interpretations, and all rules or regulations imposed by governing body of the University (collectively, "Applicable Laws") and (ii) University standards, policies, procedures, or codes of conduct which may be reasonably modified from time to time (collectively, "University Policies"), as to sanitation, the purity of food and beverages, recycling, or otherwise relating to its operation under this Agreement.
- B. Supplier shall maintain all assigned areas and areas in a clean, sanitary, and orderly fashion.
- C. Supplier shall provide regular housekeeping, cleaning, preventive maintenance, and sanitation service for Premises, and necessary commercial Equipment and supplies for all operations. These areas shall include but not be limited to retail floor, receiving and storage areas, trash receptacles, employee locker rooms, restrooms, offices, hallways, food service areas, escalator, stairs and elevators used by the Supplier.

- D. Supplier is responsible for the daily upkeep and maintenance of all University Bookstore areas, including, but not limited to, cleaning of tables and chairs, emptying and replacing of garbage liners, sweeping, mopping, and stripping, sealing and waxing of floors as needed to keep a neat and attractive appearance. Supplier is responsible for all sanitation duties for the daily operation of the Bookstore as well as all storage, office, restrooms, and receiving areas. Supplier is solely responsible for ensuring that sanitation standards are maintained in accordance with all federal, state, and local laws or standards.
- E. Supplier is responsible for pest control and will respond immediately to deficiencies reported as a result of inspections conducted by designated University personnel.
- F. The University shall provide trash receptacles in the areas outside of the Bookstore Facility, and Supplier shall provide trash receptacles within the assigned areas. Supplier shall deposit in receptacles all waste, garbage and refuse which shall accumulate in the assigned areas and shall keep the University bookstore facility in good, clean, and sanitary condition. The foregoing garbage removal to centralized designated trash locations shall be the sole responsibility of the Supplier. Supplier shall take all trash from all Supplier areas to the designated dumpster or recycling areas.
- G. University will arrange/provide for cleaning of grease traps. The cost of this service will be billed to and paid by Supplier.
- H. Supplier shall leave all areas, under its assigned control, in a clean and ready-for-inspection condition at the end of each day and when the facility is closed in accordance with University schedules. Those areas shall be accessible to personnel designated by the University. The University shall conduct regular inspections of University Bookstore facilities to ensure the level of cleanliness and charge the Supplier for any additional cleaning expenses.

3.17 Inspection

- A. The University shall periodically, without advance notification, inspect the University Bookstore facilities. Consultant inspectors of the Louisiana State Health Department and the University shall have complete cooperation and access to all spaces. The University Contract Manager or designee shall reserve the right to inspect sanitary conditions at any and all times.
- B. Supplier is responsible for implementing corrective operation measures required as a result of these inspections and to report with notification and by mutual agreement of the University.

3.18 Emergency Response

Supplier is required to participate in the University's Emergency Response Plan. Supplier will work with the University Contract Manager on hours of operation in coordination with the University.

3.19 Financial and Accounting

3.19.1 Performance Bond or Letter of Credit

Supplier shall provide a performance and payment bond acceptable to LSU which shall secure the full performance of all obligations imposed on Supplier pursuant to this Agreement. At all times during this Agreement, the performance bond shall be in an amount of \$1,500,000 or at least equal to seventy-five percent (75%) of the Minimum Annual Financial Guarantee.

The performance bond is to be written by a surety or insurance company licensed to do business in the State of Louisiana and currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a Louisiana

domiciled insurance company with at least an A- rating in the last printing the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders surplus as shown in the A. M. Best's Key Rating Guide.

As an option to the requirement for a performance bond, the University will consider an irrevocable letter of credit in the amount of \$1,500,000 or at least equal to seventy-five percent (75%) of the Annual Base Rent or whichever is greater. The letter of credit is to be in a form reasonably acceptable to University and shall be issued by a FDIC or FSLIC insured financial institution.

3.19.2 Auditing and Accounting

Supplier will establish adequate internal controls and determine at such frequent intervals as may be necessary that the controls are maintained. The Supplier will provide to the University annual financial statements audited by a Certified Professional Accountant. Such audited financial statements shall specify as to whether amounts owed to the University have been paid. The University reserves the right to have its representative, including the State Legislature Auditor, audit the Supplier's books, records, and other such financial documents or desired information pertaining to the Supplier's Agreement with the University. The Supplier shall provide all financial and other data according to the University's Fiscal Year.

Supplier shall maintain all accounting records at the on-site office in a format approved by the University. True and accurate accounting records shall be available for audit by the University at any time throughout the term of the Agreement at the on-site office and kept for a period of at least five (5) years following the end of each Agreement year.

If it is determined through an audit that money is owed to the University by the Supplier and was not paid on the date due, the Supplier will pay all money owed to the University, plus ten percent (10%) interest on said money from the date originally due and also pay for the cost of the audit within thirty (30) days of demand.

The Supplier will take all necessary precautions to assure that all income is immediately recorded through Point of Sale (POS) device of a type agreed upon by the University.

Monthly financial statements, as required by the University, will be delivered to the University on or before an agreed upon date of the following monthly accounting period. Supplier will furnish the University with all requested daily/weekly/monthly/annual reports to verify customer accounts, cash sales, Campus Debit sales, etc. and other pertinent information so requested.

Upon request by the University separate and consolidated financial statements, operational reports, and other supporting data will be provided to the University for each revenue generating Foodservice unit operated on the University's Campus by the Supplier for the period requested.

Upon request of the University, Supplier shall meet with the University and review operating statements, explain deviations, discuss problems, and mutually agree on an appropriate course of action, if necessary, to improve service required in this Agreement.

3.20 Credit Cards

Supplier shall accept credit cards at all points of sale. Supplier shall be the merchant of record for any credit or debit card transactions and will be responsible for complying with all applicable laws, regulations, and payment card industry (PCI) security standards related to the protection of cardholder data.

3.21 Campus Debit

Supplier shall support and participate in the Campus Debit program including without limitation, providing, and maintaining the readers necessary to accept Campus Debit and interact with the University's business transactions Campus card system in a secure manner. Campus Debit accounts reside on the Campus Card.

The University will act as the agent for Supplier in collecting sales proceeds from the use of Campus Debit cards for purchases. Supplier agrees to pay a service charge, currently three percent (3%) of Gross Campus Debit card transaction sales at the Supplier's locations during the term of this Agreement. Supplier shall submit a detailed monthly invoice, to be verified by the University, before a payment is made. In the manner provided hereinafter, the University will transfer payments on a monthly basis for the Campus Debit transactions attributable to the Supplier less the service charge. Notwithstanding the foregoing, the University shall not be responsible or obligated to pay Supplier for any Campus Debit transactions that are processed on a stolen or invalid Campus Card. In the event the Supplier's invoice does not match the Campus Debit transaction sales records, Supplier must provide detailed information to the University showing the missing transaction details.

3.22 Safety and Security

Supplier will be responsible for the security of all food, beverages, and supplies stored in such designated areas. Supplier is expected to acquire security personnel to guard all cash deliveries, pick-ups, and reconciliations that occur.

3.23 Subcontractors

Subcontracting of certain retail concepts is permitted as the University has interest in offering "brand name" products. Subcontractors are subject to the approval of University before such an assignment may be made and must agree to comply with the terms and conditions of the Agreement between the University and Supplier. Supplier will control the hiring of Subcontractors with University approval and will be responsible for their actions and operations. The University reserves the sole right to reject any and all Subcontractors.

3.24 Transition

Supplier will ensure seamless transition at the start of the contract and end of contract if transition is required from one Supplier to another. Students should see minimal loss of services with no downtime in being able to obtain bookstore services. Transition Operations costs to be a Supplier cost of entry, not subject to buyback.

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SECTION 4: EVALUATION

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

Evaluation Criteria	Possible Points
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 4)	<i>18 Points</i>
TECHNICAL OFFER (Section 5)	<i>20 Points</i>
FINANCIAL OFFER (Section 6)	<i>50 points</i>
VETERAN AND HUDSON INITIATIVE (Section 7)	<i>12 Points</i>
Total Possible Points	<i>100</i>

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

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

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

4.1 Evaluation and Selection

4.1.1 Evaluation Team

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

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

The University reserves the right to accept or reject any Offers and waive any informality in any Offer submitted. All Offers will be reviewed based on the criteria set forth in this document (Section 5: Evaluation)

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SECTION 5: RESPONDENT QUALIFICATIONS AND EXPERIENCE

5.1 Management Offer

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.

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

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

5.2 Respondent Financial Information

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

5.3 HUB Supplier Participation

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

Subcontracting plan shall include the following information:

- A. The HUB Supplier Participation Response Form (Attachment B) (must be included with Respondent's Proposal).
- B. Details on the scope(s) of work to be performed by HUBs.
- C. The percentage total contract award your company will subcontract with HUBs over the term of the Contract.
- D. Copies of actual or proposed Contracts between Respondent and certified HUB subcontractor(s) to be utilized in the execution of this Contract.
- E. 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 HUB 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 information as outlined in the Management Offer (Section 5.1) and should also include:

- A. A description of work to be subcontracted to and/or products to be provided by third parties.

- B. A description of the nature and duration of previous relationships of the proposed subcontractors and/or third parties with the Respondent.
- C. An explanation of any existing contractual relationships between the Respondent and proposed subcontractors, or among proposed subcontractors.

5.5 Respondent Qualifications

Describe company's initiatives including the following: textbook affordability; involvement in the academic, cultural, and social environment of LSU; support of student organizations and student activities of the University with respect to Bookstore services and merchandise; and supplier diversity.

5.6 Respondent Experience

Provide the following information:

- A. Five (5) references, ideally for programs of similar scope and/or features to LSU's Bookstore program, including:
 - Client name and location
 - Client contact name, email, and telephone number
 - Services provided and contract model for each provided service (e.g., Profit and Loss)
 - Student population (head count)
 - Number of students in residence
 - Managed volume (based on latest full Fiscal Year)
 - Current contract term and current length of tenure
 - Reasons why LSU should see this account
- B. List of the five (5) most recent accounts for which you were the supplier and lost or were not renewed during an open bid process, indicate for each:
 - Date the contract ended
 - Client contact name and title
 - Client telephone number and email address

5.7 Personnel Qualifications

5.7.1 Management

- (a) Account Management Structure - Respondent must provide a description of a management plan to manage and operate the University Bookstore.
 - Describe the proposed management structure for this account, including on-site, regional/district, and corporate support personnel.
 - Provide an organizational chart including regional, district, and on-site management and support positions.

5.7.2 Staffing

- (a) Provide your strategy, process and objectives (should be provided on a per-campus basis):
 - Ongoing management and staff recruitment, training, and retention for the account.
 - Hiring employees of the current Supplier
 - Student hiring, development and retention
 - Identifying, curing, and modifying aspects of the program as they become necessary due to University changes.

- (b) Plan must include proposed Supplier's operations hours for Fall, Spring and Summer semesters.
- (c) Provide details on any student internship opportunities included in your offer. Describe the types of positions proposed and the number of internships you will offer.

5.7.3 Resumes

- (a) Supplier must submit resumes for each of the following on-site management positions:
 - General Manager
 - Assistant Manager
 - Textbook Manager

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SECTION 6: TECHNICAL OFFER

6.1 Partnership

As a critical component of your Offer, we need to assess your ability to be a strategic partner to LSU. Please carefully consider and respond to following:

A. Course Materials Affordability

- What strategies will you implement to keep course materials affordable for the LSU community?
- How is OER incorporated into your operations?
- What University Bookstore industry trends do you see over the next five to ten (5-10) years, and how do you anticipate these trends will impact University bookstores on higher education campuses?
- How are you innovating as a company to address these?
- What innovations do you anticipate benefiting LSU, and why?

B. Course Materials Adoption Tool/Adoption Process

- Proposed customer-facing technology for course materials adoptions. Supplier's systems should have the ability to interface, at the Supplier's sole expense, with current and/or future LSU systems. LSU's current financial system is Workday. LSU's current LMS system is Moodle.
- What other technology is available, or in development, that might be beneficial to LSU?
- How do you plan to solicit course materials adoptions?

C. Customer Service

- How do you plan to coordinate and communicate with LSU Faculty about course materials?
- How do you plan to coordinate and communicate with LSU students about course materials?

D. Value Proposition

- Why are you the best choice for LSU in comparison to your competitors?

6.2 Customer Feedback and Marketing

A. Describe the mechanisms you will use to measure satisfaction and capture customer feedback.

B. Describe the protocol you will use in responding to customer feedback.

C. Based on your experience and knowledge of LSU, what are the top two to three (2-3) marketing strategies you believe will be most impactful in engaging the community and driving sales?

6.3 Transition and Implementation Plan

A. Provide a comprehensive ninety to one hundred twenty (90-120) day transition and implementation plan that describes your process and risk mitigation for transition and start up should your company be selected.

B. The transition and implementation plan should include target completion tasks with specific steps to be taken to successfully achieve the services as proposed in this Offer.

C. Inventory purchase requirements: if there is a change in Supplier, incoming Supplier shall purchase (a) Barnes & Noble's inventory at cost in the same manner as purchased by Supplier outstanding at the time of the transition at the buyback value (50% of the retail price).

6.4 Investment Plan

Provide your proposed investment plans for each of the University Bookstores over the base term of the Contract. For each campus, include:

- A. Investment description (for example: “new concept implementation,” “renovation,” “trade floor enhancements” etc.)
- B. Timeline
- C. Where applicable, imagery, floor plans, or other explanatory illustrations helpful in describing the Investment.
- D. Funding source (Supplier, University, or both - if both, specify the required contribution from University.)

6.5 Continuous Improvement

- A. Provide a measurement tool(s) or KPIs that will allow the University and Supplier to proactively measure/monitor quality as well as customer perception and satisfaction, on a month-to-month, and year-to-year basis. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the Contract term.

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SECTION 7: FINANCIAL OFFER

Attachment F: Financial Offer must be completed and submitted with the Respondent's Offer in order to be considered for Award. The excel spreadsheet can be downloaded at the following link: <https://www.lsu.edu/administration/ofa/procurement/a-z-policies-procedures/rfq0000002305.php>. Any fields left blank in Attachment F will be considered to be zero (0). It is the University's expectation that the financial offers will be reflective of the operations on each Campus, without excessive shifting of investments/returns from one Campus to the another. When preparing your financial offer, be sure to review the following financial terms:

7.1 Bookstore Commissions

Supplier will pay the greater of either the financial return based on the commission schedule, or the minimum annual financial guarantee for each year while this Agreement is in effect.

The Respondent must submit a commission structure to be paid monthly to the University on all Gross Sales. In each year of this Agreement in which the financial return based on the commission schedule is larger than the minimum annual financial guarantee, the difference between the minimum annual financial guarantee and financial return based on the commission schedule shall be paid by Supplier to the University no later than forty-five (45) days after April 30th of each such year of this Agreement.

A. Proposed minimum annual financial guarantee must be no less than the following:

Baton Rouge campus	\$1.4M annually
Alexandria campus	\$120K annually
Shreveport campus	\$180K annually

B. The University desires a minimum annual financial guarantee for each year of the base Contract. The financial return based on the commission schedule is based only on Sales Commission and does not include other elements of Supplier's Financial Offer. The minimum annual financial guarantee shall be paid to LSU when the annual financial guarantee amount is greater than the financial return based on the commission scheduled for the year.

7.2 Additional Cash Payments and In-Kind Contributions

A. Additional cash payments and In-Kind Contributions to be used at University's discretion. Amounts should be at least the minimum amounts listed below:

Baton Rouge campus	\$10K unrestricted Scholarship Fund annually \$2K in marketing/merchandise annually
Alexandria campus	\$10K annually \$1K gift cards annually \$1K in marketing/merchandise annually
Shreveport	\$15K annually \$5K in textbook scholarship annually \$1,500 in marketing/merchandise annually

7.3 Capital Investments

- A. All facility improvements during the Contract shall be funded by the Supplier unless mutually agreed upon. Facility improvements should include renovation to current restroom facilities and any proposed furnishings, fixtures, and equipment in the Bookstore.
- B. All Supplier funded investments shall be fully amortized by the end of the initial Contract term.
- C. Supplier shall provide proposed capital investment facility improvement funding amounts in the scheduled included in Attachment F.

A sealed pricing model will be used to determine the financial score. The pricing model will be made available on or after Offer opening. The Respondent with the highest **Financial Return (Capital Investments + In-kind Contributions + Other Cash Payments + (Greater of Bookstore Sales Commission and Guaranteed Bookstore Commission Payment))** to LSU will receive the full fifty (50) points. The Respondents that do not have the highest financial return will be scored as follows:

Where the highest Respondent is Px, and the other Respondent(s) are P1, P2, P3...)

$$\text{Respondent's Score} = \frac{\text{P1 Financial Return}}{\text{Px Financial Return}} \times 50 \text{ Points}$$

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SECTION 8: VETERAN AND HUDSON INITIATIVE

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

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

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

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

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

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

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

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/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 five-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 encourages 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 Historically Underutilized Businesses (HUBs), if practical. In all Events, any subcontractor used by the Supplier should be identified to the University.

Each subcontractor 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 Commission & Guaranteed Minimum Annual Payment

Bookstore Commission, as defined in Section 7.1, shall be paid in twelve equal monthly installments and due beginning on the Effective Date and on the first day of each month thereafter in the amount of One Twelfth (1/12) of the minimum annual financial guarantee of that year. In each year of this Agreement in which annual financial return based on the commission schedule is larger than the minimum annual financial guarantee and

Supplier is not otherwise exempt from paying the annual financial return based on the commission schedule, the difference between minimum annual financial guarantee and annual financial return based on the commission scheduled shall be paid by Supplier to LSU no later than forty-five (45) days after April 30 of each such year of this Agreement.

9.10 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.

9.11 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.

9.12 Audit/Retention of Records

9.12.1 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.

9.12.2 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.

9.13 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.

9.14 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.

9.15 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 SFO.

9.16 Termination

9.16.1 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.

9.16.2 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.

9.16.3 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.

9.17 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.

9.18 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.

9.19 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.

9.20 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).

9.21 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.

9.22 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.

9.23 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.

9.24 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".

9.25 Accessibility

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

9.26 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.

9.27 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.

9.28 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.

9.29 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.

9.30 Personnel and Background Checks

Supplier shall be required to provide all management and other personnel necessary for performance of its obligations under the Agreement at no additional cost to the University.

The Supplier must conduct and possess a current background check on all employees, whether full or part-time. The University reserves the right to request a copy of an employee's background check 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.

9.31 Parking and Transportation

Parking and Transportation: Supplier's employees, subcontractors, vendors, and suppliers will conform to the regulations of University transportation and parking policies. 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 University transportation and parking department.

9.32 Acknowledgement of Other Agreements

Supplier acknowledges and agrees that its rights regarding beverages under this Agreement are controlled by existing beverage agreements between the University and beverage partner. The Supplier shall comply with all current and future applicable provisions of the University's agreements that LSU enters into.

ATTACHMENT A - CERTIFICATION STATEMENT

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

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

Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: (_____) _____

Facsimile Number with area code: (_____) _____

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

By its submission of this 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 SUPPLIER PARTICIPATION RESPONSE FORM

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

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

If yes, 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 along with clearly labeled supporting documentation for certificate(s)
If multiple HUBs, use additional pages.

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

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: Michele Montero, 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 WFSOESS 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: _____

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

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

THIS FORM MUST BE SUBMITTED WITH THE RESPONSE

ATTACHMENT E - SAMPLE CONTRACT



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

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

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)

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.

SUPPLIER ENGAGEMENT

LSU is committed to fostering innovation, entrepreneurship and growing the Louisiana economy through the use of Historically Underutilized Businesses (HUBs). A summary of the University's commitment to HUBs can be found at the following link: lsu.edu/supplier-engagement.

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.

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), 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

Bookstore Commission, as defined in Section 7.1, shall be paid in twelve equal monthly installments and due beginning on the Effective Date and on the first day of each month thereafter in the amount of One Twelfth (1/12) of the minimum annual financial guarantee of that year. In each year of this Agreement in which annual financial return based on the commission schedule is larger than the minimum annual financial guarantee and Supplier is not otherwise exempt from paying the annual financial return based on the commission schedule, the difference between minimum annual financial guarantee and annual financial return based on the commission scheduled shall be paid by Supplier to LSU no later than forty-five (45) days after April 30 of each such year of this Agreement.

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:

Michele Montero
Director of Procurement
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2035
Email: mmontero@lsu.edu

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.

SAMPLE

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 OFFER

A copy of Attachment F – Financial Offer can be downloaded at the following link:

<https://www.lsu.edu/administration/ofa/procurement/a-z-policies-procedures/rfq0000002305.php>

APPENDIX A: BOOKSTORE SALES FIGURES

LSU A&M Sales in FY21

	FY21 Sales
Total Course Materials	2,787,749
Physical Textbook Sales	2,032,786
66 New Textbooks	1,632,606
67 Used Textbooks	400,179
Physical Textbook Rentals	499,340
36 Publisher Rentals	42,770
46 New Textbook Rentals	257,061
47 Used Textbook Rentals	199,509
Digital Course Materials	255,623
62 Printed Access Cards	136,600
64 Digital Courseware	1,590
65 eTextbooks	117,434
Total General Merchandise	3,351,216
Logo Products	1,861,021
80 School Spirit Clothing	1,599,770
94 Backpacks	15,765
96 School Spirit, Gifts, Accessories	245,486
NonLogo Products	1,490,195
68 Trade Books	122,676
Supply Products	540,997
70 School Supplies	169,013
71 Electronics NonCommissionable	253,457
72 Computer Peripherals	46,650
98 Course Required Supplies	71,877
Food Products	396,522
89 Cafe	318,445
91 Convenience	78,077
Miscellaneous Products	43,812
81 NonEmblematic Trend Area	40,692
Buys	577
93 Greeting Cards	2,544
Grad Products	386,188
90 Graduation Products	300,865
97 Prints. Frames. Museum Shop	85,322
Other NonLogo	0
30 Other Sales	0
Total Sales	6,138,965

LSU A&M Sales in FY22

	FY22 Sales
Total Course Materials	3,033,359
Physical Textbook Sales	2,226,616
66 New Textbooks	1,874,359
67 Used Textbooks	352,258
Physical Textbook Rentals	424,937
36 Publisher Rentals	59,090
46 New Textbook Rentals	196,156
47 Used Textbook Rentals	169,691
Digital Course Materials	381,806
62 Printed Access Cards	175,042
64 Digital Courseware	0
65 eTextbooks	206,764
Total General Merchandise	6,121,549
Logo Products	3,660,006
80 School Spirit Clothing	3,215,299
94 Backpacks	26,579
96 School Spirit, Gifts, Accessories	418,129
NonLogo Products	2,461,543
68 Trade Books	223,913
Supply Products	771,603
70 School Supplies	286,732
NonCommissionable	354,405
72 Computer Peripherals	75,676
98 Course Required Supplies	54,790
Food Products	647,595
89 Cafe	489,941
91 Convenience	157,655
Miscellaneous Products	60,576
81 NonEmblematic Trend Area	50,485
Buys	6,141
93 Greeting Cards	3,951
Grad Products	757,855
90 Graduation Products	663,602
97 Prints, Frames, Museum Shop	94,253
Other NonLogo	0
30 Other Sales	0
Total Sales	9,154,908

LSU A&M Sales in FY23

	FY23
	Sales
Total Course Materials	3,039,799
Physical Textbook Sales	2,088,305
66 New Textbooks	1,786,203
67 Used Textbooks	302,102
Rentals	375,175
36 Publisher Rentals	55,067
46 New Textbook Rentals	164,014
Rentals	156,094
Digital Course Materials	576,320
62 Printed Access Cards	74,201
64 Digital Courseware	0
65 eTextbooks	502,119
Total General Merchandise	6,886,513
Logo Products	4,549,159
80 School Spirit Clothing	3,975,620
94 Backpacks	51,717
Accessories	521,822
NonLogo Products	2,337,353
68 Trade Books	219,937
Supply Products	734,000
70 School Supplies	289,740
NonCommissionable	339,521
72 Computer Peripherals	70,036
Supplies	34,704
Food Products	690,722
89 Cafe	495,490
91 Convenience	195,232
Miscellaneous Products	54,909
Area	45,487
Regional Buys	6,405
93 Greeting Cards	3,017
Grad Products	637,785
90 Graduation Products	572,811
Museum Shop	64,974
Other NonLogo	0
30 Other Sales	0
Total Sales	9,926,312

LSUA Sales FY21 In Thousands

Total Course Materials	995
Physical Textbook Sales	465
66 New Textbooks	356
67 Used Textbooks	110
Physical Textbook Rentals	239
36 Publisher Rentals	59
46 New Textbook Rentals	84
47 Used Textbook Rentals	96
Digital Course Materials	291
62 Printed Access Cards	218
64 Digital Courseware	0
65 eTextbooks	73
Total General Merchandise	138
Logo Products	46
80 School Spirit Clothing	36
94 Backpacks	3
96 School Spirit, Gifts, Accessories	7
NonLogo Products	93
68 Trade Books	2
Supply Products	51
70 School Supplies	17
71 Electronics	1
NonCommissionable	31
72 Computer Peripherals	1
98 Course Required Supplies	14
Food Products	0
89 Cafe	14
91 Convenience	0
Miscellaneous Products	0
81 NonEmblematic Trend Area	0
92 Dorm Furnishings-Regional	0
Buys	0
93 Greeting Cards	25
Grad Products	23
90 Graduation Products	3
97 Prints, Frames, Museum Shop	0
Other NonLogo	0
30 Other Sales	1,134
Total Sales	1,134

LSUA Sales FY22 In Thousands

Total Course Materials	1,020
Physical Textbook Sales	332
66 New Textbooks	258
67 Used Textbooks	74
Physical Textbook Rentals	250
36 Publisher Rentals	67
46 New Textbook Rentals	95
47 Used Textbook Rentals	88
Digital Course Materials	438
62 Printed Access Cards	283
64 Digital Courseware	0
65 eTextbooks	155
Total General Merchandise	177
Logo Products	56
80 School Spirit Clothing	45
94 Backpacks	2
96 School Spirit, Gifts, Accessories	8
NonLogo Products	122
68 Trade Books	8
Supply Products	59
70 School Supplies	24
71 Electronics	9
NonCommissionable	
72 Computer Peripherals	25
98 Course Required Supplies	1
Food Products	14
89 Cafe	0
91 Convenience	14
Miscellaneous Products	4
81 NonEmblematic Trend Area	0
92 Dorm Furnishings-Regional	3
Buys	
93 Greeting Cards	0
Grad Products	37
90 Graduation Products	34
97 Prints, Frames, Museum Shop	4
Other NonLogo	0
30 Other Sales	0
Total Sales	1,198

LSUA Sales FY23 In Thousands

Total Course Materials	995
Physical Textbook Sales	234
66 New Textbooks	167
67 Used Textbooks	67
Physical Textbook Rentals	185
36 Publisher Rentals	54
46 New Textbook Rentals	65
47 Used Textbook Rentals	66
Digital Course Materials	576
62 Printed Access Cards	168
64 Digital Courseware	0
65 eTextbooks	408
Total General Merchandise	173
Logo Products	40
80 School Spirit Clothing	31
94 Backpacks	2
96 School Spirit, Gifts, Accessories	7
NonLogo Products	133
68 Trade Books	5
Supply Products	74
70 School Supplies	30
71 Electronics	7
NonCommissionable	
72 Computer Peripherals	36
98 Course Required Supplies	1
Food Products	14
89 Cafe	0
91 Convenience	14
Miscellaneous Products	2
81 NonEmblematic Trend Area	0
92 Dorm Furnishings-Regional	1
Buy	
93 Greeting Cards	0
Grad Products	38
90 Graduation Products	35
97 Prints, Frames, Museum Shop	3
Other NonLogo	0
30 Other Sales	0
Total Sales	1,169

LSUS Sales FY21 in Thousands

Total Course Materials	658
Physical Textbook Sales	351
66 New Textbooks	260
67 Used Textbooks	90
Physical Textbook Rentals	145
36 Publisher Rentals	12
46 New Textbook Rentals	59
47 Used Textbook Rentals	75
Digital Course Materials	162
62 Printed Access Cards	107
64 Digital Courseware	9
65 eTextbooks	46
Total General Merchandise	249
Logo Products	63
80 School Spirit Clothing	51
94 Backpacks	1
96 School Spirit, Gifts, Accessories	12
NonLogo Products	186
68 Trade Books	2
Supply Products	25
70 School Supplies	13
71 Electronics	1
NonCommissionable	
72 Computer Peripherals	8
98 Course Required Supplies	3
Food Products	4
89 Cafe	0
91 Convenience	4
Miscellaneous Products	0
81 NonEmblematic Trend Area	0
92 Dorm Furnishings-Regional	0
Buys	
93 Greeting Cards	0
Grad Products	156
90 Graduation Products	104
97 Prints, Frames, Museum Shop	52
Other NonLogo	0
30 Other Sales	0
Total Sales	907

LSUS Sales FY22 in Thousands

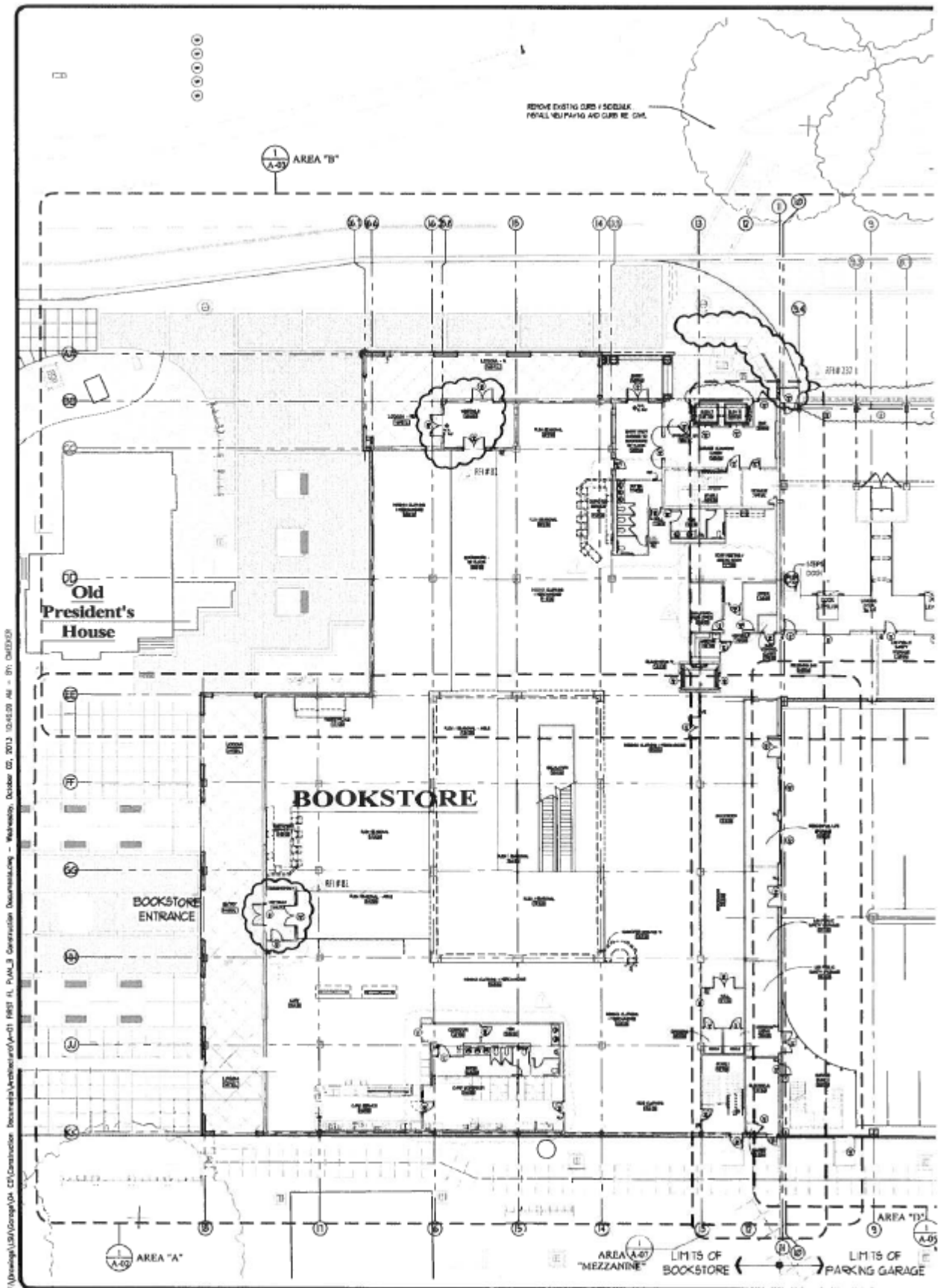
Total Course Materials	617
Physical Textbook Sales	281
66 New Textbooks	200
67 Used Textbooks	82
Physical Textbook Rentals	123
36 Publisher Rentals	20
46 New Textbook Rentals	47
47 Used Textbook Rentals	56
Digital Course Materials	212
62 Printed Access Cards	125
64 Digital Courseware	2
65 eTextbooks	85
Total General Merchandise	325
Logo Products	67
80 School Spirit Clothing	55
94 Backpacks	1
96 School Spirit, Gifts, Accessories	11
NonLogo Products	259
68 Trade Books	0
Supply Products	36
70 School Supplies	13
71 Electronics	11
NonCommissionable	
72 Computer Peripherals	9
98 Course Required Supplies	4
Food Products	4
89 Cafe	0
91 Convenience	4
Miscellaneous Products	6
81 NonEmblematic Trend Area	0
92 Dorm Furnishings-Regional	6
Buys	
93 Greeting Cards	0
Grad Products	212
90 Graduation Products	165
97 Prints, Frames, Museum Shop	48
Other NonLogo	0
30 Other Sales	0
Total Sales	942

LSUS Sales FY23 in Thousands

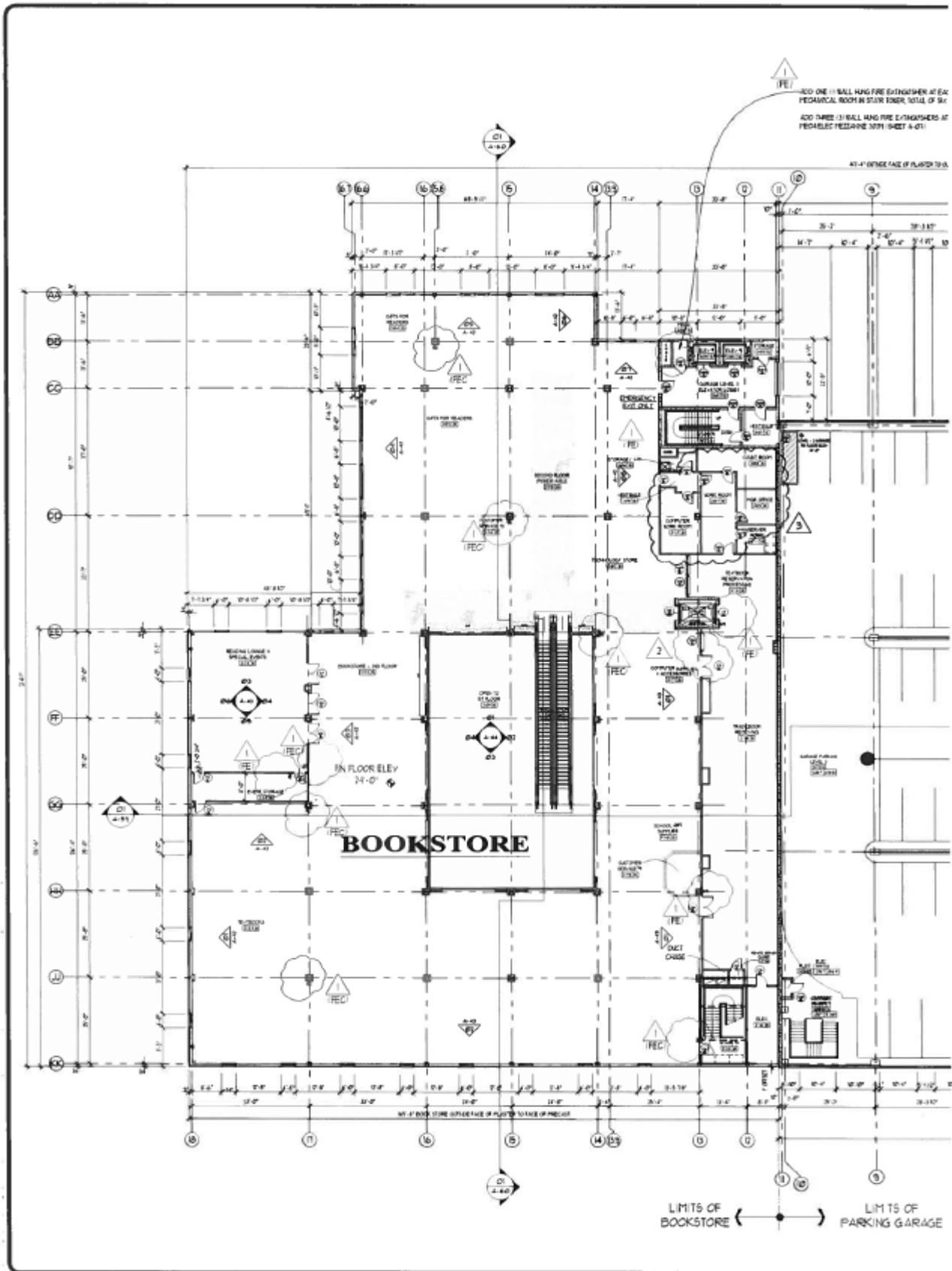
Total Course Materials	578
Physical Textbook Sales	234
66 New Textbooks	167
67 Used Textbooks	67
Physical Textbook Rentals	113
36 Publisher Rentals	21
46 New Textbook Rentals	34
47 Used Textbook Rentals	58
Digital Course Materials	231
62 Printed Access Cards	88
64 Digital Courseware	0
65 eTextbooks	143
Total General Merchandise	375
Logo Products	79
80 School Spirit Clothing	63
94 Backpacks	2
96 School Spirit, Gifts, Accessories	14
NonLogo Products	297
68 Trade Books	5
Supply Products	44
70 School Supplies	17
71 Electronics	8
NonCommissionable	
72 Computer Peripherals	16
98 Course Required Supplies	3
Food Products	4
89 Cafe	0
91 Convenience	4
Miscellaneous Products	0
81 NonEmblematic Trend Area	0
92 Dorm Furnishings-Regional	0
Buys	
93 Greeting Cards	0
Grad Products	243
90 Graduation Products	200
97 Prints, Frames, Museum Shop	43
Other NonLogo	0
30 Other Sales	0
Total Sales	954

APPENDIX B: BOOKSTORE FLOORPLANS

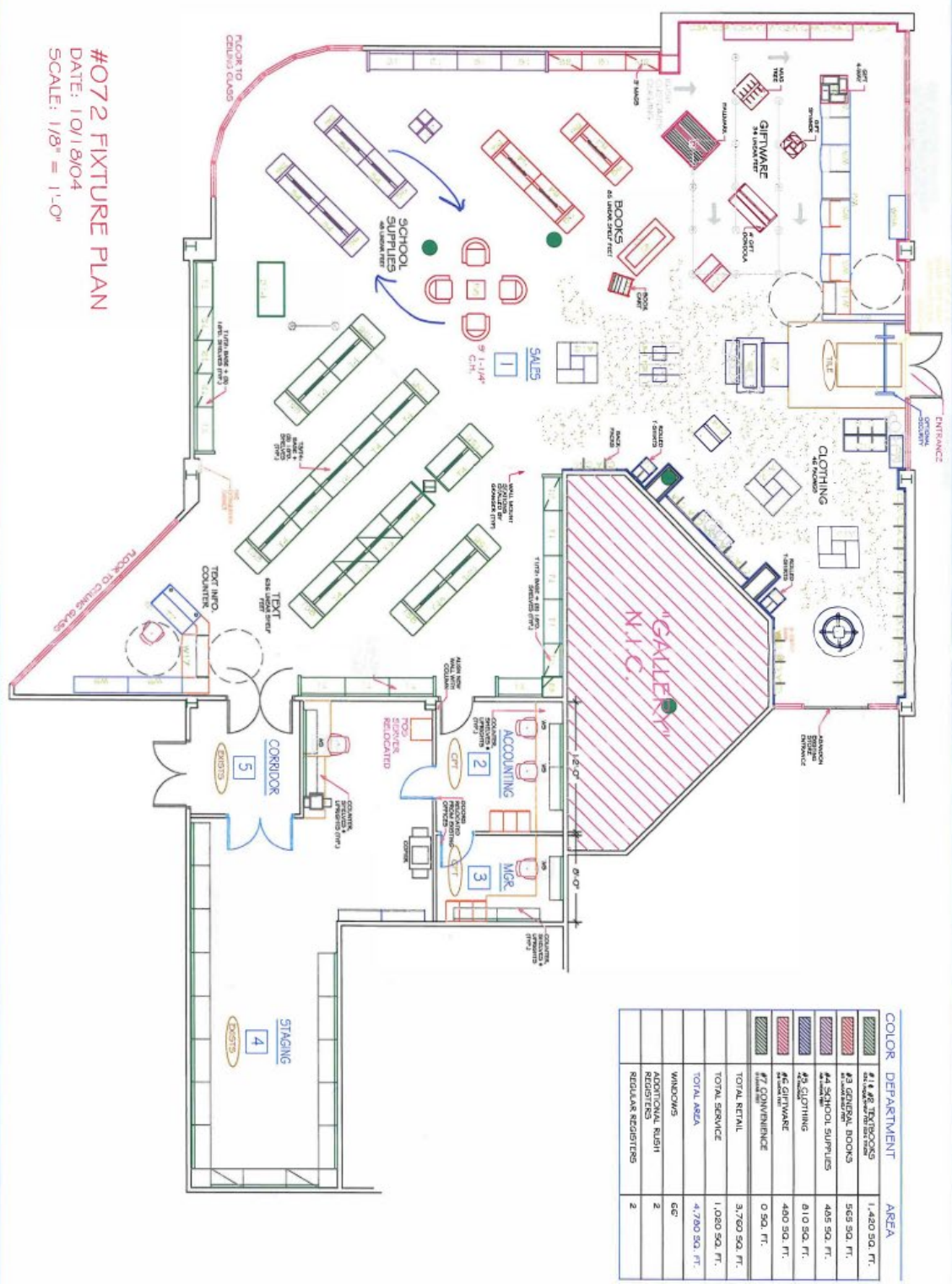
See the next four pages for floorplan attachments.



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#072 FUTURE PLAN
 DATE: 10/18/04
 SCALE: 1/8" = 1'-0"



COLOR	DEPARTMENT	AREA
[Red Hatched]	#1 GALLERY M.I.C.	1,450 SQ. FT.
[Green Hatched]	#3 GIFTWARE	3,000 SQ. FT.
[Blue Hatched]	#2 GENERAL BOOKS	563 SQ. FT.
[Yellow Hatched]	#4 SCHOOL SUPPLIES	465 SQ. FT.
[Purple Hatched]	#5 CLOTHING	810 SQ. FT.
[Orange Hatched]	#6 GIFTWARE	400 SQ. FT.
[Pink Hatched]	#7 CONVENIENCE	0 SQ. FT.
[Total]	TOTAL RETAIL	3,700 SQ. FT.
[Total]	TOTAL SERVICE	1,080 SQ. FT.
[Total]	TOTAL AREA	4,780 SQ. FT.
[Total]	WAREHOUS	66
[Total]	ADDITIONAL RUSH	2
[Total]	REGULAR REGISTERERS	2

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