

<b>SOLICITATION FOR OFFER</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>10/29/2024    02:00 PM    CT</b>

<b>SOLICITATION RFQ-0000002358</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="175 394 789 604" style="border: 1px solid black; height: 100px; width: 100%;"></div>	<b>RETURN BID TO</b> Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803  <b>Buyer</b> Jamie Phillips Maddie <b>Buyer Phone</b> +1 (225) 578-7552 <b>Buyer Email</b> jphil41@lsu.edu <b>Issue Date</b> 09/30/2024
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TITLE: Financial Institution Lease of Space in LSU Student Union

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## SECTION 1: INTRODUCTION AND BACKGROUND

### 1.1 University Information

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

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

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

### 1.2 Purpose

The purpose of this Solicitation for Offers (SFO) is to obtain competitive Offers as allowed by the Higher Education Procurement Code (LAC 34:XIII.501.A.2), from bona fide, qualified Respondents interested in serving the financial institution needs of students, faculty, staff and campus visitors at LSU. The University seeks a partner with an established record of providing high quality financial services for the convenience of University students, employees and others participating in its program or otherwise using its facilities. The successful Respondent will demonstrate a clear understanding of the distinctive nature of the higher education culture and outline the role that the Respondent plans to play in the LSU Student Union retail space in accordance with the terms, conditions and specifications contained in this SFO. Respondents must offer financial services such as checking and savings accounts, credit and debit card services, ATM services, and financing and loan services.

### 1.3 Goals and Objectives

The University is requesting formal Offers from qualified Respondents with whom it may enter into a Right of Use Agreement for Financial Institution services (hereinafter referred to as “Agreement”). The Agreement will be with a single Supplier for Financial Institution services using rented space for the convenience of its students, employees and others participating in its programs or otherwise using its facilities. The university reserves the right to award the agreement to the Respondent whose proposal is the most advantageous to the University. Auxiliary Services mission is to support student success by providing high-quality services and facilities to the LSU community, enhancing the overall campus experience. Auxiliary Services provides leadership, direction, contract management and financial oversight for a wide range of self-sustaining, revenue-generating auxiliary enterprises and internal

service organizations of the University, including the following: LSU Student Union, LSU Tiger Card, LSU Dining, LSU Bookstore, LSU Vending, Mail Services, and Copier Management.

#### 1.4 Key Challenges and Concerns

- A. Access to campus for customers who are not students and/or faculty will require parking in the public parking garage, located across the street from the Student Union, during the hours of 8:00 a.m. - 4:30 p.m. Monday through Friday. Parking lots next to the building are limited to employees with parking passes and access to those specific lots.
- B. Respondent will receive keys to the leased space, and access to the building is only allowed during the Union's hours of operation. These hours vary when students are on semester breaks and during the summer.
- C. Holiday closures can be limiting to business hours for spaces in the Union because when the building is closed there is no public access where in a standalone financial institution the hours are custom to the lease space. LSU offers 14 days of holiday leave where the building is closed to the public. If there is an emergency closure due to inclement weather the building will be closed as well.
- D. LSU Student Union loading dock restrictions are in place for the efficiency of our staff and safety of our constituents. This is not a free access space. If the loading dock is needed usage must be scheduled with the Auxiliary Services Director of Operations.

#### 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-calendars/index.php>

#### 1.6 Term

The contract will commence on January 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 an additional five (5) year 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.

**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.

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

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

**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.

**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>].

**Leased Premises:** The one thousand, one hundred and fifty-one (1,151) square feet in Room 106 on the first floor of the LSU Student Union.

**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 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.

**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 January 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.

**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	10/1/2024	
Non-mandatory Pre-Offer Meeting	10/10/2024	11:00 AM
Deadline for Receiving Written Inquiries.	10/15/2024	2:00 PM
Issue Responses to Written Inquiries	10/21/2024	
OFFER DUE DATE AND TIME. Offers received late for whatever reason will not be considered.	10/29/2024	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)	1/1/2025	

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

## 2.3 Non-Mandatory Pre-Offer Meeting

A non-mandatory pre-offer meeting of the SFO Financial Institution space will be held on Thursday, October 10, 2024, at 11:00 AM CST at the LSU Student Union. The meeting will begin at Room 106 located on the first floor of the LSU Student Union and will be a tour of the retail site listed in this SFO.

**\*\*\*This is not intended to be an open Q&A session. All questions will need to be submitted in writing during the open inquiry period referenced in section 2.2 Schedule of Events. Official answers will be stated in writing in the form of an addendum.**

## 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 SFO Coordinator with LSU Procurement Services.

Jamie P. Maddie, SFO Coordinator  
Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
E-Mail: [jphil41@lsu.edu](mailto: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/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

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

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

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

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

**RFQ# 0000002358**

**Opening Date: October 29, 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 five (5) 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 2.4).

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

### **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 Banking Services

The University is seeking a company with an established record of providing high quality financial institution services for the convenience of University students, employees and others participating in its program or otherwise using its facilities. Charges for any such services shall be as determined by Supplier.

- A. Provide checking and savings accounts to LSU faculty, staff and students.
- B. Sell cashier's checks, travelers' checks and money order and provide wire transfer services.
- C. Provide checking accounts for student organizations recognized as such by the LSU Dean of Students.
- D. Provide customary credit and debit card services.
- E. Provide Automatic Teller Machine ("ATM").
  - 1. Both parties acknowledge existing prior agreements with LSU for the providing of ATM services by Lessee and other banking institutions at LSU both inside and outside of the LSU Student Union outside of the Leased Premises.
  - 2. Transactions completed via the ATM's inside the Leased Premises will not be subject to the minimum rent applicable to additional rent paid by other ATM services offered outside of the Leased Premises.
- F. Offer financing and loan services.
- G. Offer financial education sessions for college students.

### 3.2 Hours of Operation and Floorplans

Please refer to the 2025-2026 Academic Calendar which also demonstrates the University Holiday schedule in Section 1.5 and Student Union building hours through Spring 2025 in Attachment G.

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 and the full complement of students is living on campus.

Current floor plans for leased premise can be found in Attachment F.

### 3.3 Annual Review

Supplier shall meet regularly with the designated University representative to review operations and will cooperate at all times to maintain maximum efficiency and public relations with students, faculty and staff.

### 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 Financial Institution. 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, shortages of Equipment and supplies.
- 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 Marketing

- A. Supplier will adhere to University brand standards, graphic guidelines, writing style, and media relations protocols, as approved and authorized by University. All signage, advertising, or promotions must be reviewed and approved.
- B. Supplier will provide information to incoming students through their website, videos, literature, presentations, and table presence at Orientation Events.

### 3.7 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.

### 3.8 Alterations to Premises

- A. Supplier will be responsible for funding and installing any proposed furnishing, fixtures, and equipment in the leased premises.
- B. University will be responsible for maintenance, repair and replacement, in its sole discretion, of all air handlers, and other building components.
- C. 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.

### 3.9 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, reviewing service and quality levels delivered to the customers, and customer service satisfaction monitoring. Any major proposed changes to the Agreement, 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 Financial Institution operation.
- 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 Financial Institution's services.

### 3.10 Maintenance

- A. University 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. University 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 the immediate reporting of all needed repairs. Any repairs of critical priority or emergency must be reported immediately to the University Contract Manager.
- B. 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.

### 3.11 Equipment and Vehicles

- A. Supplier shall provide and maintain all Equipment used to conduct the Financial Institution's 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.

### 3.12 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.

### 3.13 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. University is responsible for pest control and will respond immediately to deficiencies reported as a result of inspections conducted by designated University personnel.
- D. The University shall provide trash receptacles in the areas outside of the Financial Institution's leased premises, 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 leased premises 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.
- E. 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 leased premises to ensure the level of cleanliness and charge the Supplier for any additional cleaning expenses.

### 3.14 Inspection

- A. The University shall periodically, without advance notification, inspect the Financial Institution's leased premises. University shall have complete cooperation and access to all spaces. The University Contract Manager or designee shall reserve the right to inspect 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.

### 3.15 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.

### 3.16 Safety and Security

Supplier is expected to acquire security personnel to guard all cash deliveries, pick-ups, and reconciliations that occur.

### 3.17 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.

### 3.18 Transition and Implementation Plan

If Supplier intends to complete certain improvements in the Leased Premises before occupancy, the Supplier's plans must comply with Section 3.8 and both University and Supplier agree to cooperate in



good faith to reach an agreement upon proposed Supplier renovations, improvements or interior construction work within thirty (30) days after notice of intent to award. Supplier must provide a date of when they intend to begin the work and when it will be completed. The final plan with a schedule of work to be done must be approved by the University within ten (10) business days of Supplier submitting the plans. The schedule should provide as short and seamless a transition as possible at the start of the contract if transition is required from one Supplier to another. It is the intent of the University to negotiate transition prior to the Contract start date.

Transition Operations costs to be a Supplier cost of entry.

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## SECTION 4: EVALUATION

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 4)	<i>20 Points</i>
TECHNICAL OFFER (Section 5)	<i>18 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 (Section5: 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 detailed history of the company, products and services should be included; along with sales growth in the 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 SFO. 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

Respondent must have the necessary regulatory approvals for a financial institution branch. Respondent must provide proof of qualifications to conduct specified business and what, if any, franchise support is received.

#### 5.6 Respondent Experience

Provide the following information:

- A. Respondent must have five (5) consecutive years' experience in financial institution's operations sufficiently alike in type and scope to those being proposed to permit a reasonable assessment of Respondent's capability to perform under this agreement.
- B. Three (3) references, ideally for programs of similar scope and/or features to this SFO's program, including:
  - Client name and location
  - Client contact name, email, and telephone number
  - Services provided
  - Current contract term and current length of tenure
  - Reasons why LSU should see this account

#### 5.7 Personnel Qualifications

(a) Account Management and Staffing Structure - Respondent must provide a description of a management and staffing plan to manage and operate the Financial Institution.

- Describe the proposed management structure for this account, including on-site, regional/district, and corporate support personnel.

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## SECTION 6: TECHNICAL OFFER

### 6.1 Transition and Implementation Plan

- A. Provide a comprehensive thirty (30) 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.

### 6.2 Management Requirements

- A. Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- B. A thorough description of the types of services proposed for the University. Descriptions are to include price, equipment if necessary, and other important information.
- C. Provide the merchandising and product presentation that showcases the products offered.
- D. Information demonstrating the Respondent's understanding of the nature and scope of this project.
- E. Respondent must provide proposed hours of operation for the first year of operation.
- F. Respondent may offer other services beyond the scope of financial services. Include if there are additional financial benefits to the University from these additional services.
- G. Any other information deemed pertinent by the Respondent which the Respondent wishes the University to consider.

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## SECTION 7: FINANCIAL OFFER

Attachment H: Financial Offer must be completed and submitted with the Respondent's Offer in order to be considered for Award. Any fields left blank in Attachment H will be considered to be zero (0).

The following financial criteria will be evaluated:

The maximum number of points awarded for this criterion will be 50. The Respondent that provides the highest financial return for the lease space will be awarded the full points. Points for other Respondents shall be prorated based on the financial return for each Respondent compared to the highest financial return Respondent. Revenue proposed by the Respondents shall be submitted on the financial offer schedule furnished in Attachment H. Revenue proposed shall be firm. Total Financial Return will be based on the total five (5) year rent per square foot.

The information provided in response to this section will be used in the Financial Evaluation to calculate highest financial return.

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

$$\text{BRS} = (\text{TFR}/\text{HFR} \times \text{FPP})$$

Where:            BRS = Computed revenue score (points) for Respondent being evaluated  
                      HFR = Highest financial return of all Respondents  
                      TFR = Total Financial Return of Respondent being evaluated  
                      FPP = Financial Offer Points

**Failure to complete Attachment H in its entirety will result in a score of zero for the Financial Offer section.**

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

If a Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent shall include in their 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 SFO's requiring the compliance of a good faith subcontracting plan, the University may require Respondents to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

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

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

When using this site, determine the search criteria (i.e., alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

Twelve percent (12%) of the total evaluation points in this SFO are reserved for Respondents who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurships as subcontractors. 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 SFO.
- If the Respondent is a certified Hudson Initiative small entrepreneurship, the Respondent shall receive points equal to ten percent (10%) of the total evaluation points in this SFO.
- If the Respondent demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Respondent shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

If the Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent shall include in their 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 SFO. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements unless otherwise stated in this SFO.

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 Payment**

The University expects to enter into an Agreement under which it receives a monthly rental payment for the use of the agreed upon leased space. Those payments will be equally divided into twelve (12) monthly payments based on the rate bid with the minimum rate of \$45.00 per square foot per month.

Supplier shall pay the University the monthly rent payment by the 1<sup>st</sup> of each month. These payments shall be made electronically through wire transfer. Failure to pay rent shall bear interest at the rate of twelve percent (12%) per annum from date due until paid.

## **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 SFO 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 SFO 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 SFO 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 SFO shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

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

## **9.15 Governing Law**

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

## 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.

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

## ATTACHMENT A - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specification of the 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 SFO is accurate;
- Respondent complies with each of the Mandatory Requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
- Respondent accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SFO;
- Respondent has considered all 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 WFOESS 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 entrepreneurs 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

### LEASE OF SPACE

This is an Agreement (“Agreement”) made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (the “University” or “LSU”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, authorized by William F. Tate IV, President of Louisiana State University System, and **Licensee** (“Lessee”).

#### WITNESSETH:

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

**WHEREAS**, University enters into this Lease in accordance with the authority set forth in Louisiana Revised Statutes 17:3361, et seq.

**WHEREAS**, LSU released a Solicitation No xxxxx on (DATE) for Solicitation for Offers (SFO) for Financial Institution Lease Space in LSU Student Union; and

**NOW, THEREFORE**, in consideration of the rent to be paid by Lessee during the term of this Lease, and the mutual benefits accruing to the parties under this Lease, the parties do enter into this Lease on the following terms and conditions:

#### ARTICLE I GENERAL OBLIGATIONS

**1.0 General Obligations.** Lessee shall lease from the University certain property (defined herein below as the “Leased Premises” or “Premises”) and shall conduct computer tablet repair services on said Leased Premises in accordance with the provisions of this Lease. The Lessee, at its sole cost and expense, shall construct improvements to the Leased Premises as set forth herein and, at its sole cost and expense, shall maintain said improvements in accordance with the standards required by this Agreement. In accordance with the provisions of this Agreement, Lessee, at its sole cost and expense, shall be obligated to furnish and install all Leasehold improvements and Moveable Equipment, Trade Fixtures and signage, all as defined herein, and all other improvements necessary to fulfill its obligations under this Agreement. Lessee shall perform such other obligations as set forth herein.

#### ARTICLE II PREMISES

**2.0 Leased Premises.** University hereby leases and delivers to Lessee, and Lessee hereby leases and accepts from University, in consideration of the rent hereinafter set forth and of the agreements, conditions, covenants and terms of this Lease, the following described property comprised of approximately \_\_\_\_ square feet in the LSU Student Union Building shown as the first floor and made a part hereof as **Exhibit I**, known as Room \_\_\_\_ and referred to herein as the “Leased Premises” or “Premises”.

**ARTICLE III  
TERM OF LEASE**

**3.0 Term.** This Lease is made for an initial term of five (5) years, commencing on the effective date hereof \_\_\_\_ and ending at midnight on \_\_\_\_, with one (1) 5-year option to renew the term by mutual consent. The renewal may be requested by either party by providing prior written notice to no less than six (6) months prior to the expiration of the Term. All terms of this Agreement shall remain in full force and effect during any renewal term.

**ARTICLE IV  
RENT**

**4.0 Rent.** In addition to other consideration set forth in this Lease, Lessee agrees to pay to University during the lease term, without any prior demand therefore and without any set offs or deductions whatsoever, the Base Rent and Rent as defined herein below.

**4.1 Base Rent.** Lessee agrees to pay University during the lease term rent of \$\_\_\_\_\_ per year ("Base Rent"), which is payable in 12 equal payments of \$\_\_\_\_\_ each due no later than the first business day of each month during the term of the Lease.

**4.2 Payment of Rent and Reimbursement.** Should Lessee fail to pay any rent or additional rent due to University under this Lease as provided herein, such unpaid sum shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Checks for rent and other payments hereunder shall be payable to Louisiana State University c/o the Director, LSU Union, and are to be submitted timely to:

Assistant Vice President, LSU Auxiliary Services  
310 Student Union  
Louisiana State University  
Baton Rouge, Louisiana 70803

**ARTICLE V  
PREMISES**

**5.0 Early Occupancy, Transition Period and Interim Premises.** Lessor shall provide early occupancy of the Premises to Lessee for purposes of completion of Tenant's Work in the Premises, and installation of equipment and other property. Both parties agree that the period of sixty (60) days from \_\_\_\_\_ is a period of transition. Lessee should use all reasonable efforts to successfully undertake a comprehensive program of construction and renovation within the leased premises. The parties agree that notwithstanding the stated term above, Lessee shall have the right, once Lessee completes its improvements in the Premises, to begin business operations in the Premises upon commencement of the Term above. All occupancy by Lessee, starting on or around \_\_\_\_\_ shall be subject to the terms and conditions of this Lease, however, in no event will any Rent payment obligations under this agreement hereunder commence until the effective date as stated in Section 3.0.

**5.1 Use of Premises.** Lessee has the exclusive right to provide services within the LSU Union building as set forth herein and shall not use the Leased Premises for any other purpose, unless agreed to by University in writing. Services shall include as a minimum the following:

Lessee must provide a method by which the campus debit account, TigerCASH, which resides on the University ID card, Tiger Card, can be used as payment. The Lessee is required to provide a method by which TigerCASH can be used as currency to pay for services and the Point of Sales system (POS) can interact with our current business transaction systems, Blackboard Transact, specifically with its Transactions Integration Agent (TIA). Blackboard TIA capabilities allow for third party POS systems to connect directly to our Blackboard Transaction System without the need for an additional reader. The Respondent's method should securely store, process and transmit data. Blackboard recommends specific POS systems which have been tried and tested to meet LSU as well as State and Federal data security requirements.

LSU will act as the agent for Lessee in collecting sales proceeds from the use of Tiger Cards for purchases. During the term of this Agreement Lessee agrees to pay a Service Charge equal to 3% of Gross TigerCASH Debit Card transaction sales at the Lessee's location. Lessee shall submit a detailed monthly invoice, to be verified by AS, before a payment is made. In the manner provided hereinafter, AS will transfer payments on a monthly basis for the TigerCASH transactions attributable to the Lessee less the Service Charge. Notwithstanding the foregoing, AS shall not be responsible or obligated to pay Lessee for any TigerCASH transactions that are processed on a stolen or invalid Tiger Card. In the event the Lessee's invoice does not match the TigerCASH transaction sales records, Lessee must provide detailed information to AS showing the missing transaction details.

Lessee will conduct itself and cause its officers, agents, employees to conduct themselves in a careful and prudent manner and not permit the use of Premises for any purpose other than as set forth herein. University shall not allow any commercial use to be made of Leased Premises other than by Lessee.

## **ARTICLE VI CONSTRUCTION AND OWNERSHIP OF IMPROVEMENTS**

**6.0 Modifications to Leased Premises.** Should Lessee seek to modify Leased 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 Leased Premises, which approval will not be unreasonably withheld, conditioned or delayed. This approval may be given by the Executive Director of Facility Services for Louisiana State University or his designee. All proposed physical modifications to the Leased Premises must be agreed upon in writing by the Lessee and the Chancellor of the Baton Rouge Campus and may require approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Upon the termination or expiration of this Agreement, Lessee 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 Lessor, remove its equipment (if applicable), and return the Premises to Lessor, with all equipment furnished by Lessor pursuant to this Agreement, in the same condition as when originally made available to Lessee, unless agreed upon by Lessor, excepting reasonable wear and tear, fire and other casualty loss.

**6.1 Leaseholder Improvements/Early Occupancy.** The parties acknowledge and agree that Lessee intends to complete certain improvements in the Premises ("Lessee's Work"). The parties acknowledge and agree that Lessee's Work will not be disapproved of by the Lessor so long as the final plans are consistent with Lessee's Work as set forth herein. Upon delivery of the Lessee's plans, Lessor has ten (10) business days for approval of plans. The parties agree to cooperate in good faith to reach an agreement upon Lessee's Work as quickly as possible. Lessee intends to begin Lessee's Work beginning on or about \_\_\_\_\_ and intends to complete Lessee's Work on or about \_\_\_\_\_. Notwithstanding the foregoing, LSU hereby approves of the following Lessee work set forth (attached approved plans).

**ARTICLE VII**  
**PREMISES AND OPERATION OF PREMISES**

**7.0 Access to Premises.** The Lessee shall have access to the Leased Premises throughout the term of the Lease ending upon expiration or termination of the Lease at such times as the LSU Union building is open. Such access, in the form of keys, will be obtained by the Lessee through the Director of Facilities Services, at the expense of the Lessee.

LSU shall provide one (1) initial set of keys to the Premises upon commencement of this Lease. Additional keys shall be provided at the expense of the Lessee. Lessee agrees not to change or add any locks to any doors or windows in or at the Leased Premises without prior written approval of LSU. Any changes shall be at the expense of the Lessee and the Lessee shall provide LSU with one complete set of keys to same. LSU and/or LSU's agent may enter upon the Leased Premises at all reasonable times during Lessee business hours for the purpose of inspecting the Leased Premises, making repairs, alterations or additions to the Leased Premises, and showing the Leased Premises to LSU Union guests and prospective Lessees. Lessee personnel will be given an opportunity to be present prior to any Leased Premises entry by University personnel, except in extreme emergencies when quick access appears necessary to protect persons or property from harm, i.e. fire.

**7.1 Maintenance and Repair of Leased Premises.** Lessee is responsible for the daily upkeep and maintenance of the Leased Premises. Lessee will be responsible for all costs and maintenance of insect and pest control. Lessee must follow the University's specifications for insect and pest control.

LSU at its sole expense shall maintain in good condition and repair the exterior portion of the Premises, including the exterior door and glass walls. Except for such repairs as may be required by reason of the acts or omissions on the part of the Lessee, its employees, agents, invitees, licensees, or contractors other than reasonable wear and tear and except as otherwise provided in this contract, LSU shall also maintain the heating, air conditioning and ventilation systems, the life support systems (fire extinguishers, alarms and sprinklers) and the lighting system except for bulbs. The Lessee shall promptly notify LSU of the necessity for repairs coming to the attention of Lessee.

Lessee shall be responsible for all repairs and maintenance for items which are under express warranty running to Lessee, but only during existing warranty periods. Lessee shall keep the equipment and fixtures on the Leased Premises in good condition and working order at its sole expense. In the event any portion of the Premises or any other LSU Union property shall be damaged because of improvements, additions or alterations installed by the Lessee or in the event repairs or replacements will be required by reason of the acts or omissions of the Lessee, its employees, agents, licensees or contractors, Lessee agrees to make such repairs and replacements in a thorough and workmanlike manner at Lessee's sole cost and expense.

All repairs and replacements required or made by Lessee shall be equal in quality to the original work. If Lessee fails to make any repairs or replacements within thirty (30) days after written notice from LSU, LSU may make the repair or replacement at the expense of the Lessee.

**7.2 Public Relations.** Lessee acknowledges that public relations with students, University faculty and staff and visitors to the campus are an important part of its services and it shall instruct its personnel in appropriate standards of personal cleanliness and appearance and the proper and prompt handling of customer requests and complaints. Lessee agrees to remove any employees at this Premises subject to Lessee's lawful personnel policies in existence at the time of the request, when requested to do so by LSU on the grounds that continued employment at the premises would be detrimental to such public relations provided, however, that LSU's request

is lawful and reasonable.

**7.3 Advertisements and Signage.** All signage must be approved by prior written consent of the Executive Director or her designee, including window signage. Other signage of a temporary nature or which advertises or promotes Lessee's products and services or related business activities inside the Lessee's space does not require prior written approval. Lessee agrees to remove any signage in the Leased Premises to which the University has made reasonable objection in writing to Lessee. Advertisements or promotions on or in the Leased Premises for products or services not specifically related to the providing of retail services by Lessee is forbidden. Lessee agrees to accurately state its relationship with the University in any written matter, advertising or publication, but Lessee shall cease to use the University's name in any such materials to which the University makes a written objection to Lessee. Lessee agrees it will not utilize any identifying marks or property of University, nor make representation, either expressed or implied, as to the University's promotional endorsement of the Lessee's company unless it has received prior written consent from the University. Signage is not permitted on the exterior glass, windows or walls of the Leased Premises without prior written consent of the University. Lessee will maintain all advertising and signage materials in good condition and repair at all times.

**7.4 Expense of Operations.** Lessee will contract in its own name for those goods, services, agents and employees needed to accomplish its operations on or about the Leased Premises and obligations under this Lease. Lessee shall not implicate the University as being involved or liable either directly or by inference in any of its business transactions. It shall conduct its business in such a way as to indicate to all persons or entities that its operations are separate and distinct from those of the University and the University is not responsible for its activities.

**7.5 Safety and Sanitation.** Lessee at its sole expense shall provide daily housekeeping, cleaning, preventative maintenance, trash removal and sanitation service for Leased Premises.

**7.6 Patents and Copyrights.** Lessee shall pay all costs, fees and royalties arising from or associated with the Lessee's use of copyrights, trademarks, patented materials, equipment, devices or processes used in the operation of, or incorporated in, the provision or marketing of the Lessee's services on the Leased Premises. Lessee shall defend, indemnify, and hold harmless University, its agents, officers, board members, employees, and anyone for whom University may be liable (collectively for purposes of this paragraph, "Indemnitees") from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees at both trial and appellate levels to or for an attorney of University's choosing, for any claims for damages arising out of or in any way relating to any allegations of antitrust violation, unfair trade practices, misappropriation of trade secrets or breach of confidentiality and/or copyright, patent, trademark, service mark and/or trade name infringement by Lessee or by anyone for whom Lessee may be responsible, including but not limited to Lessee's agents, directors, officers, employees, sublicenses and/or assignees.

**7.7 Hours of Operation.** The Lessee shall maintain a consistent operating schedule which must be approved in writing by LSU. Lessee will not be required to operate on weekends, holidays or at any other times which might be exceptions to "normal operating hours." Lessee shall not be open for business when the LSU Union is closed.

**7.8 Parking.** All parking on campus by Lessee's employees, invitees, contractors, subcontractors and vendors will conform to LSU Parking and Traffic regulations. Lessee's employees, other than University students, will be entitled to the same parking privileges at the same cost as University employees. Payment may be by the individual employee or by Lessee. University cannot guarantee assignment of Lessee's employees to gated protected parking lots but will work in good faith with Lessee to provide parking arrangements to facilitate

Lessee's operations.

**7.9 Utilities and Services.** The University will provide electrical utilities, heat, air-conditioning, and equipment space and location access during opening hours of the LSU Union. The Lessee shall provide the Premises with receptacles for refuse and shall be responsible for removal of all refuse to the loading dock trash bin at the LSU Union.

Lessee shall be responsible for installation and cost of any telephone service, computer, alarm, or other service and equipment utilized on the Premises. Pay phones shall not be permitted on the Premises.

University will furnish and maintain fire extinguisher equipment and supplies. Lessee will notify University immediately after any fire extinguisher use or discharge. Lessee will pay for any recharge after use.

**7.10 Restrooms.** Restrooms provided by the University will be maintained by the University.

**7.11 Inspection of Leased Premises.** The University shall have the right at any time during business hours to inspect the Leased Premises and the operations thereon by Lessee including but not limited to operations with respect to opening and closing hours, operation schedules, inventory, safety, sanitation and the daily maintenance of the Leased Premises.

**7.12 University Regulations.** Lessee shall abide by and comply with all regulations and policies of the University of which Lessee has received written notice or which have been posted on University's website under the section titled Policies and Procedures at [www.lsusystem.lsu.edu](http://www.lsusystem.lsu.edu), now in effect or adopted hereafter relating in any way to Lessee's operations and activities on the University campus provided, if such compliance materially and adversely limits Lessee's business operations, then Lessee shall have the option to terminate this lease if the University will not waive the regulation or policy at issue.

**7.13 Security.** The Lessee will use its best efforts to exercise security control over all Leased Premises to prevent theft, vandalism, destruction or other damage. Lessee will utilize the University's Police Department for incidences requiring law enforcement services. University will not be held responsible in any way for any such damages, loss or theft. Lessee is solely responsible for such damages, loss or theft, and will defend, indemnify, and hold University and its agents, officers, board members, and employees harmless from and against any and all claims, damages, losses, and expenses incurred by University including reasonable attorney's fees both at trial court and appellate levels to or for an attorney of University's choosing, for any claim for damages arising out of or related to Lessee's obligations assumed pursuant to this paragraph or related to Lessee's obligation to provide security and Lessee's operations on or about the Leased Premises, and arising out of the negligent or intentional acts, omissions or fault of Lessee, its officers, agents or employees.

**7.14 Communications, Computers, and Technological Installations.** Lessee shall be responsible for coordinating with and paying the University's Office of Telecommunications and Facility Services for installation, maintenance and services related to telephone service, network lines, computers, alarms, equipment, etc. on the Leased Premises. Lessee shall make no installations or alterations of installations without the prior written consent of the Office of Telecommunications and Facility Services.

**7.15 Campus Mail.** Campus mail is a service provided by the University. Policies and rules governing its use are as provided for by University policy set forth in PS-91 (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>).

**7.16 Laws and Ordinances.** Lessee shall make no use of the Leased Premises or engage in operations on or about the Leased Premises which are in violation of any state, federal, or local law, ordinance or regulation.

**ARTICLE VIII  
BUDGET, AUDITING AND ACCOUNTING**

**8.0 Auditing and Accounting.** The University reserves the right to have its representative, including the State Legislature Auditor, audit all or a portion of the Lessee's books, records, and other such financial documents or desired information pertaining to any amounts owed or paid to Lessor arising out of any of Lessee's contract(s) with the University. Lessee may redact the names or other personally identifying information relative to its members.

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

**8.1 Books and Records.** Lessee shall prepare and keep for a period of at least three (3) years following the end of each lease year true and accurate books of accounts and records, conforming to generally sound and accepted accounting principles consistently applied, of transactions by Lessee from which Retail Rent at, upon, or from the Leased Premises can be determined.

**ARTICLE IX  
CONTRACT TERMINATION AND DEFAULT**

**9.0 Lessee Default.** At the option of University, the rent for the unexpired term of this Lease shall become due and the University may immediately terminate this Lease if any of the following listed events occur and Lessee fails to remedy same after having been given thirty (30) days prior written notice by University at the address herein designated:

- (a) If Lessee fails to pay any rent, additional rent, or any expenses assumed by Lessee in this Lease promptly, as stipulated.
- (b) If a voluntary petition in bankruptcy or receivership is filed by Lessee or if an involuntary petition is filed to place Lessee in bankruptcy or receivership and the matter is not dismissed within ninety (90) days of the filing.
- (c) If Lessee fails to promptly comply with any of the provisions, terms and/or conditions contained herein and such failure continues for thirty (30) days after receipt of written notice thereof.
- (d) If any part of the Leased Premises is abandoned or ceases to be actively occupied and open for business to its members for a period in excess of thirty (30) days, excluding renovations due to fire or casualty, holidays, days the building is closed and closures

agreed to by both parties.

- (e) If Lessee, after commencement of construction, but prior to substantially completing construction of the improvements to the Leased Premises, abandons construction on any part of the Leased Premises for a period of thirty (30) consecutive days (excluding holidays and days the building is closed).

If any event listed above occurs, Lessor shall have, in addition, all rights and remedies available pursuant to Louisiana law, reserving the right to proceed for remaining installments later.

If after default Lessee fails or refuses to abandon the Leased Premises or to permit Lessor to reenter the Leased Premises, Lessor shall have the right to evict Lessee in accordance with the provisions of Louisiana law, without forfeiting any of Lessor's rights under this Lease, and Lessee hereby waives any and all notice(s) of eviction. Failure to strictly and promptly enforce any of the conditions of this Lease shall not operate as a waiver of any of Lessor's rights hereunder or pursuant to Louisiana law.

Lessor, at any time and without notice, may, but shall not be obligated to, cure any default by Lessee of any of Lessee's obligations under this lease; and whenever Lessor so elects, all costs and expenses incurred by Lessor in curing any default, including, but not limited to, reasonable attorneys' fees, together with interest on the amount of costs and expenses so incurred at the maximum rate allowed by law, shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

**9.1 Lessor Default.** If University shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance (as described in paragraph 9.2), Lessee shall give the University a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the Lessee may at its election either terminate this Agreement effective ten (10) days after the end of said thirty (30) day period or cure the default, and, to the extent allowed by law, all of Lessee's reasonable and documented expenses in that regard shall be paid by the University on demand or else offset against rent.

**9.2 Excused Performance.** In the event that the performance of any terms or provisions of this Lease (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations (other than the payment of moneys) during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**9.3 Removal of Additional Equipment.** Upon termination of this Lease, Lessee shall have the right, within forty-five (45) days after the termination of the Lease, to remove its property on or about the Leased Premises. All property that remains after the forty-five (45) day period shall *ipso facto* become the property of the University and may be disposed of by the University as the University sees fit without liability for the proceeds of any sale or other disposition thereof. At University's option, after said forty-five (45) days the University may require any such remaining property be removed or itself actually remove any such remaining property at Lessee's sole cost and expense.



## **ARTICLE X INSURANCE**

**10.0 Insurance Required During Lease Term.** Without limiting any other obligations hereunder, the Lessee shall at all times during the Term of this Lease maintain or cause to be maintained the following insurance covering the Premises or activities at or on the Premises. Insurance companies must be duly licensed to do business in the State of Louisiana and bearing a rating of A+: XV in the latest AM Best Casualty Insurance Reports. Self-insurance through ORM shall satisfy the requirement of this Section.

### 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.

### Property Insurance

Property Insurance for all risk (including flood, wind, and earthquake) on all improvements constructed for or on behalf of Lessee in the premises, all personal property, including removable trade fixtures located in the premises, and all inventory.

### 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:

4. 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.
5. 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.

6. The above insurances and limits should include coverage for the following risks:
  - d. 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
  - e. 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.
  - f. 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.

Lessee shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor at the limits stated herein.

Lessee agrees that the participation by Lessor in Louisiana's Office of Risk Management plan for self-insurance shall be deemed to be compliance with Lessor's obligations pursuant to this paragraph to provide insurance.

**ARTICLE XI  
DAMAGE**

**11.0 Casualty Damage.** If any portion of the Leased Premises be damaged or destroyed by fire, windstorm, tornado, flood, vandalism or other casualty, Lessee shall proceed with due diligence to repair such damage or destruction and restore the Leased Premises at least to their condition immediately prior to such fire, windstorm, tornado, flood, vandalism or casualty, using all of the proceeds from the insurance policies specified herein to apply toward the cost of such repair and restoration. During any period in which Lessee is unable to occupy the Leased Premises on account of such damage, the Base Rent due under this Lease for said period shall be abated in proportion to the diminished utility of the Leased Premises.

Alternatively, if as a result of such damage or destruction, part or all of the Leased Premises cannot be utilized for the purposes intended herein, University, at its sole option, may remove that area from the definition of Leased Premises and reduce Base Rent proportionately to the diminished utility of the Leased Premises, provided the remaining area is sufficient for Lessee to conduct meaningful business operations. Otherwise Lessee shall have the right to terminate this Lease.

**11.1 Contamination and Pollution.** Upon commencement of this Lease, Lessee and their employees shall use their best efforts to keep the Leased Premises free from any and all contamination and pollution. Lessee and their employees, contractors and agents shall conform to any and all federal, state or local laws or ordinances concerning the storage, handling, transportation, sale or distribution by Lessee of all hazardous or nonhazardous or toxic substances.

University warrants that to the best of its knowledge there are no underground storage tanks, hazardous wastes or toxic contaminants, or other substances regulated by federal, state, or local laws or regulations, which are located on the Leased Premises, except that it is acknowledged that non-friable asbestos may be present on the Leased Premises. To the extent that said asbestos is found on the Leased Premises, University warrants that it is non-hazardous and requires no removal or remediation. Lessee agrees that it will use its best efforts to not disturb or cause said asbestos to become friable by its activities on Leased Premises unless University specifically and in writing authorizes such activity. University hereby agrees to indemnify and hold Lessee harmless from any and all damages, liabilities or expenses incurred by Lessee to the extent they result from pre-existing conditions

which require remediation or result from activities authorized under the Lease and consistent with this paragraph, which include, but is not limited to, alterations by Lessee to the Leased Premises which have received the prior approval of University. Lessee shall indemnify and hold University harmless and shall be responsible for all other remediation or damage, including but not limited to environmental damage, arising out of or caused by the negligence or fault of Lessee in its use of the Leased Premises.

Notwithstanding anything contained herein the contrary, in no event shall lessee be held responsible for any costs, claims or liability whatsoever in connection with any asbestos on the Premises by conducting its normal business activities and janitorial and maintenance services thereon. In the event that the Premises become hazardous through no fault of Lessee, its officers, directors, agents, contractors or employees, then Lessee shall be entitled to an abatement of rent during such period or cancellation of this Lease.

## **ARTICLE XII TAXES, LICENSES AND PERMITS**

**12.0 Taxes.** Lessee shall be responsible for the remission of all taxes - federal, state and local - and all license fees, or any other tax applicable to its operations under this Lease with the University, but is not responsible for the payment of any taxes upon the building or LSU property.

**12.1 Compliance with Laws.** Lessee will comply with all Federal, State and local laws appertaining to its business operations. Lessee agrees to comply with any and all lawful ordinances and regulations pertaining to the use of the Leased Premises and shall obtain all necessary permits and approvals which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise, and shall pay all fees in connection therewith, as well as any fees imposed by reason of inspection of the Leased Premises, or equipment installed therein, by any governmental authority.

**12.2 Licenses and Permits.** Lessee will secure and pay for all licenses, permits, fees and taxes incidental to its business operations. Lessee shall make available to the University appropriate documentation of all licenses.

## **ARTICLE XIII CONDEMNATION/EXPROPRIATIONS**

**13.0 Condemnation/Expropriations.** If any portion of the Leased Premises is condemned or expropriated partially or totally, to the extent that it cannot be utilized for the purposes intended herein, University, at its sole option, may remove that area from the definition of Leased Premises and reduce base rent proportionately to the diminished utility of the Leased Premises, provided the remaining area is sufficient for Lessee to conduct meaningful business operations. Otherwise, Lessee shall have the right to terminate this lease.

## **ARTICLE XIV TRANSFER, ASSIGNMENT AND SUBLEASE**

**14.0 Transfer, Assignment and Sublease.** Lessee shall not, without prior written consent of University, sublet any part of the Leased Premises or transfer or assign this Lease, or any rights granted herein whether by change of ownership, merger, consolidation, liquidation, or otherwise. In the event that University agrees to an assignment or transfer, the assignee or transferee shall assume and be deemed to have assumed this Lease and

all obligations hereunder and shall be solely liable for the payment of all rent and for the due performance of all terms, conditions and agreements herein arising on and after the effective date of the transfer. Lessee shall remain liable for and make or pay any payments due or liabilities to University or to third parties arising prior to the effective date of the transfer, but shall be released from all obligations arising under this Lease after such date.

**14.1 Subcontracting Services.** Lessee shall not, without prior written consent of University, subcontract any or all of the responsibilities and obligations of Lessee under this Lease. University reserves the sole right to reject any and all subcontractors.

## **ARTICLE XV MORTGAGING OF LEASEHOLD ESTATE**

**15.0 Mortgaging of Leasehold Estate.** Lessee shall not mortgage or otherwise encumber its leasehold estate or any interest under this Lease without the prior written consent of University.

## **ARTICLE XVI INDEMNITY**

**16.0 Indemnity.** The following Indemnification Agreement shall be, and is hereby, a provision of this Lease and shall be endorsed by appropriate reference to this provision on, or attached to, all certificates of insurance: Lessee hereby covenants and agrees, at its sole costs and expense during the term of this Agreement, to indemnify, defend and hold harmless the University and the University's officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the Leased Premises or any work done in or about the same, or transactions of the Lessee concerning the Leased Premises and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property, except those claims, demands and/or causes of action to the extent they arise out of the negligence of the Lessor, its employees, agents or contractors. Lessee also covenants and agrees, at its sole costs and expense, to hold harmless the Lessor and its board members, officers, agents and employees from and against all judgments, costs, attorney fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Lessor or against any of its board members, officers, agents or employees, by reason of any such claim, the Lessee upon notice from the Lessor will resist and defend such action or proceeding by qualified counsel acceptable to Lessor.

Lessor agrees to indemnify and defend Lessee from and against any physical damage to tangible property, bodily injury, sickness, death or other claims to the extent caused by the negligent acts, omissions or willful misconduct of University or its agents or employees arising out of this Lease; provided, however, that nothing contained herein shall require University to indemnify for acts or omissions arising out of the negligent acts, omissions, fault or willful misconduct of the Lessee, its agents, officers, employees or invitees.

The University shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Lessee or any of the Lessee's agents, servants, or employees, even if such equipment is owned by University or is furnished by the University to the Lessee. The acceptance or use of any such equipment by the Lessee shall be construed to mean that the Lessee accepts full responsibility for, and agrees to indemnify and to defend the University against any and all loss,

liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the Lessee or other persons.

**ARTICLE XVII  
INDEPENDENT CONTRACTOR STATUS**

**17.0 Independent Contractor Status.** Lessee acknowledges that under this Lease it is an independent contractor and is not operating in any fashion as the agent or partner of the University.

**ARTICLE XVIII  
WARRANTIES AND REPRESENTATIONS**

**18.0 Warranties and Representations.**

(a) Lessee acknowledges that the University has not made and does not hereby make any warranty other than that contained in Section 11.1 as to the condition of the Leased Premises or as to the fitness or security of the Leased Premises for any specific use or any use to which Lessee shall put the Leased Premises.

(b) By execution of this Lease, Lessee and University each represent to each other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Lease have been taken and performed; and that the person signing this Lease on their behalf has due authorization to do so.

**ARTICLE XIX  
NOTICES**

**19.0 Notices.** Any notice required or permitted under this Lease shall be deemed to be delivered as of the date delivered in person, when received by telecopy using the telecopy numbers shown herein, if any, or as of the fifth (5th) day following the date of the certified or registered mail receipt, when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties shown below, and refusal to accept delivery of said notice shall be deemed delivery of said notice.

If to LSU:

Board of Supervisors of Louisiana State University and  
Agricultural and Mechanical College  
111B University Administration  
Baton Rouge, Louisiana 70808  
Telephone: 225-578-3386  
Fax: 225-578-5403

If to LSU Auxiliary Services:

Assistant Vice President, Auxiliary Services

Louisiana State University and Agricultural and Mechanical College  
310 Student Union  
Louisiana State University  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-1650  
Fax: 225-578-4329  
Email: margotc@lsu.edu

If to LSU Procurement:

LSU Procurement Office  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
Telephone: 225-578-2176  
Fax: 225-578-2292  
Email:

To the Lessee:

#### **ARTICLE XX ATTORNEY'S FEES**

**20.0 Attorney's Fees.** Either party who fails to comply with its obligations under this Lease shall be bound to pay the reasonable attorney's fees of the other party in enforcing such other party's rights.

#### **ARTICLE XXI HOLDING OVER**

**21.0 Holding Over.** At the expiration or cancellation of the Lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence a written agreement to the contrary, such tenancy shall be from month to month only, and subject to all the other terms, conditions and provisions to this Lease.

#### **ARTICLE XXII AMENDMENTS**

**22.0 Amendments.** Any amendments to this Lease shall be executed in writing by the parties hereto and read as a part of the Lease.

#### **ARTICLE XXIII MEMORANDUM OF LEASE**

**23.0 Memorandum of Lease.** The parties agree to enter into a Memorandum of Lease in the form attached hereto as Exhibit II for recordation in the records of East Baton Rouge Parish.

**ARTICLE XXIV  
ENTIRE AGREEMENT**

**24.0 Entire Agreement.** Other than an existing ground lease and the ATM Agreement both on behalf of the Baton Rouge campus and other agreements that Lessee may have with LSU on behalf of units of the LSU System other than the Baton Rouge campus, this Lease represents the entire understanding between the parties and no agreement or representation, verbal or otherwise, made by University or Lessee regarding this transaction shall be binding on either party unless incorporated in this Lease. This Lease shall be construed in accordance with the laws of the State of Louisiana; shall inure to the benefit of and shall be binding upon each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns; and shall not be modified in any manner except by an instrument in writing executed by the parties hereto.

**ARTICLE XXV  
SEVERABILITY OF PROVISIONS AND VENUE**

**25.0 Severability of Provisions and Venue.** To the extent that any provision hereof is inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provision of this Lease. The State of Louisiana shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Lease.



THUS DONE AND SIGNED by University in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

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

**BY:** \_\_\_\_\_

\_\_\_\_\_  
William Tate IV, President  
Louisiana State University System

**THUS DONE AND SIGNED** by Lessee in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

**LESSEE**

**By:** \_\_\_\_\_

\_\_\_\_\_

In accordance with the provisions of La. R.S. 39:13, I acknowledge a receipt of a copy of this Lease for inventory purchases.

**COMMISSIONER OF ADMINISTRATION**

**By:** \_\_\_\_\_

\_\_\_\_\_

**UNIVERSITY'S ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the aforesaid parish and state, personally appeared F. King Alexander, who being by me first duly sworn, did depose and say that he is the President of the **LOUISIANA STATE UNIVERSITY SYSTEM**, and that, in said capacity and on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and by authority of said Board, he signed and executed the above instrument as the free and voluntary act of said Board, for the uses, purposes and consideration therein expressed.

\_\_\_\_\_  
William Tate IV, President  
Louisiana State University System

SWORN TO AND SUBSCRIBED before me in \_\_\_\_\_ on this \_\_\_\_\_ day of \_  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**LESSEE'S ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the aforesaid parish and state, personally appeared \_\_\_\_\_, who being by me first duly sworn, did depose and say that he is the \_\_\_\_\_ of Lessee, and by authority of its Board of Directors, he signed and executed the above instrument as the free and voluntary act of \_\_\_\_\_, for the uses, purposes and consideration therein expressed.

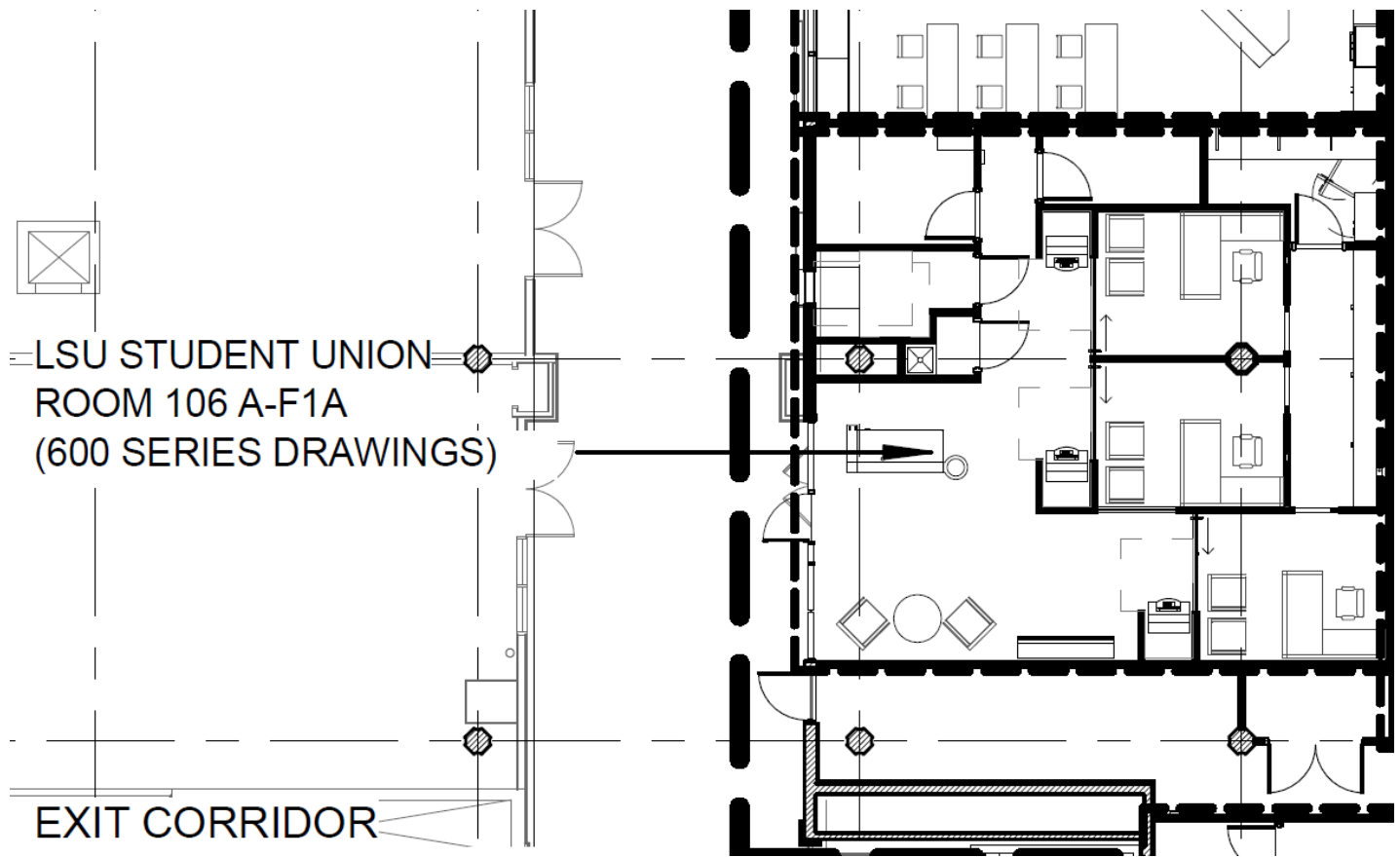
\_\_\_\_\_

SWORN TO AND SUBSCRIBED before me in \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

**ATTACHMENT F - RETAIL LOCATION FLOOR PLANS AND PICTURES**

**BUILDING MAP**



**106**  
**1,151 square feet**

## **ATTACHMENT G - BUILDING HOURS**

### **LSU Student Union Hours: May 2024 – Spring Semester 2025**

#### **Normal Building Hours**

(Monday 4/29/24 - Sunday 5/12/24)

#### **Monday – Friday**

7 am to 10 pm

#### **Saturday**

8 am to 10pm

#### **Sunday**

10 am to 10pm

#### **Interim Building Hours**

(Monday 5/13/24 – Wednesday 7/3/24)

#### **Monday – Friday**

7am to 8pm

#### **Saturday**

8am to 8pm

#### **Sunday**

10am to 8pm

#### **July 4th campus is closed**

Thursday 7/4/24

Building Closed

#### **Interim Building Hours**

(Friday 7/5/24 - Sunday 8/18/24)

#### **Monday-Friday**

7am to 8pm

#### **Saturday**

8am to 8pm

#### **Sunday**

10am to 8pm

#### **Normal Building Hours**

(Monday 8/19/24 – Sunday 9/1/24)

#### **Monday-Friday**

7am to 10pm

#### **Saturday**

8am to 10pm

#### **Sunday**

10am to 10pm

#### **Labor Day Building Hours**

Monday 9/2/24

7am to 8pm

**Closed for Saturday home football games – 9/7, 9/21, 9/28, 10/12, 11/9, 11/23, 11/30**

**Normal Building Hours**

(Tuesday 9/3/24 – Wednesday 10/16/24)

**Monday-Friday**

7am to 10pm

**Saturday** (except closed 9/7, 9/21, 9/28, and 10/12)

8am to 10pm

**Sunday**

10am to 10pm

**Fall Break Building Hours**

(Thursday 10/17/24 - Sunday 10/20/24)

**Thursday & Friday**

7am to 8pm

**Saturday**

8am to 8pm

**Sunday**

10am to 10pm

**Normal Building Hours**

(Monday 10/21/24 – Tuesday 11/26/24)

**Monday-Friday**

7am to 10pm

**Saturday** (except closed 11/9 and 11/23)

8am to 10pm

**Sunday**

10am to 10pm

**Thanksgiving Building Hours**

(Wednesday 11/27/24 - Sunday 12/1/24)

**Wednesday 11/27/24**

7am to 8pm

**Thursday 11/28/24**

Building Closed

**Friday 11/29/24**

Building Closed

**Saturday 11/30/24**

Building Closed

**Sunday 12/1/24**

Building Closed

**Normal Building Hours**

(Monday 12/2/24 – Saturday 12/14/24)

**Monday-Friday**

7am to 10pm

**Saturday**

8am to 10pm

**Sunday**

10am to 10pm

**Interim Building Hours**

(Sunday 12/15/24 – Monday 12/23/24)

**Monday – Friday**

7am to 8pm

**Saturday**

8am to 8pm

**Sunday**

10am to 8pm

**Christmas/ New Year’s Building Hours**

(Tuesday 12/24/24 - Wednesday 1/1/25)

**Building Closed**

**Interim Building Hours**

(Thursday 1/2/25 - Sunday 1/19/25)

**Monday – Friday**

7 am to 8pm

**Saturday**

8 am to 8pm

**Sunday**

10 am to 8pm

**MLK Holiday**

**Monday 1/20/25**

7am to 8pm

**Normal Building Hours**

(Tuesday 1/21/25 - Friday 2/28/25)

**Monday – Friday**

7 am to 10pm

**Saturday**

8 am to 10pm

**Sunday**

10 am to 10pm

**Mardi Gras Holiday Building Hours**

(Saturday 3/1/25 - Tuesday 3/4/25)

**Saturday 3/1/25**

8 am to 8 pm

**Sunday 3/2/25**

10 am to 8 pm

**Monday 3/3/25**

7 am to 8 pm

**Tuesday 3/4/25**

Building Closed

**Normal Building Hours**

(Wednesday 3/5/25 - Sunday 3/30/25)

**Monday – Friday**

7 am to 10 pm

**Saturday**

8 am to 10pm

**Sunday**

10 am to 10pm

**Spring Break**

(Monday 3/31/25 - Saturday 4/5/25)

**Monday – Friday**

7 am to 8 pm

**Saturday**

8am to 8pm

**Normal Building Hours**

(Sunday 4/6/25 - Thursday 4/17/25)

**Monday – Friday**

7 am to 10pm

**Saturday**

8 am to 10pm

**Sunday**

10 am to 10pm

**Easter Holiday**

(Friday 4/18/25 - Sunday 4/20/25)

**Building Closed**

**Normal Building Hours**

(Monday 4/21/25 - Sunday 5/11/25)

**Monday – Friday**

7 am to 10 pm

**Saturday**

8 am to 10pm

**Sunday**



10 am to 10pm

**Interim Building Hours**

(Monday 5/12/25 – Thursday 7/3/25)

**Monday – Friday**

7am to 8pm

**Saturday**

8am to 8pm

**Sunday**

10am to 8pm

**July 4th campus is closed**

Friday 7/4/25

Building Closed

## ATTACHMENT H - FINANCIAL OFFER

Proposed rent (minimum of \$45 per square foot per month)

1,151 square feet (Room 106):

\$\_\_\_\_\_per sqft per month x 60 months x 1,151 sqft=\_\_\_\_\_Total 5-year rent