

<b>REQUEST FOR PROPOSAL</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>		
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>05/05/2026</b>	<b>02:00 PM</b>	<b>CT</b>

**SOLICITATION** RFQ-0000002739  
**SUPPLIER #**  
**SUPPLIER NAME AND ADDRESS**

**RETURN BID TO**  
 lsubids@lsu.edu

**Buyer** Alexandra Torres Huber  
**Buyer Phone** +1 (225) 578-9398  
**Buyer Email** atorre6@lsu.edu  
**Issue Date** 03/20/2026

**TITLE:** LSU ATHLETICS - EVENT SECURITY & SERVICES

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## SECTION 1: INTRODUCTION AND BACKGROUND

### 1.1 University Information

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

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

The student body consists of over 35,000 students from 50 states and more than 110 foreign countries. The University employs approximately 5,000 faculty and staff. LSU Alumni total more than 250,000. The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. The campus is bordered on the west by the Mississippi River. The University’s more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

### 1.2 Purpose

The purpose of the Request for Proposal (RFP) is to obtain competitive Proposals as allowed by the Higher Education Procurement Code (LAC34.XIII.501.A.2) from bona fide, qualified Proposers who are interested in providing comprehensive event security and guest service staffing for all athletics events and all special events hosted at/or within LSU Athletic venues/facilities.

The selected provider shall provide staffing for security positions and guest services positions at all events deemed necessary by the LSU Athletics Department. These security and guest service positions may include but are not limited to unarmed security guards, bag checking and magnetometer screening gate staff, in-stadium ushers, ticket takers/scanners, customer service representatives, greeters, and directional assistance personnel.

Proposers shall provide proposal(s) based on the specifications provided in this document.

### 1.3 Goals and Objectives

It is the intention of LSU Athletics to build a partnership with a successful service provider to ensure the security and/or guest service staffing for all events hosted by LSU Athletics. The company will adhere to the mission and goals of the LSU Athletics Department by making all efforts to provide a safe and enjoyable environment. The Supplier(s) will be responsible for providing a high level of customer service.

The services we require are critical to the success of LSU Athletics meeting its obligations to students, faculty, staff, and community. The Supplier(s) will agree to honor this spirit of partnership. Specifically, both security personnel and guest service agents are expected to make reasonable efforts to protect property from theft, stop illegal entry of persons and contraband, protect patrons and facilities alike from damage and destruction, all while providing superior customer service experience to patrons and staff.

These events may require last-minute schedule alterations, additional service, or other unanticipated service requirements. While these situations are expected to be rare, they will occur.

As a true partner, LSU Athletics expects the Supplier(s) to meet these occasional higher demand response situations at no higher cost than the standard agreed upon rates, and to always work to find a solution to meet these demands. LSU Athletics for their part, will always attempt to engage the Supplier(s) for any athletic event or special event hosted in an athletic facility for additional service as the first choice. Additionally, LSU Athletics will always attempt to schedule security and guest service needs in advance whenever possible. LSU Athletics expects creativity, a 'customer first' approach to security and guest services, and a 'can do attitude' for every type of service. These services will include, but are not limited to, services that are scheduled, unscheduled, external community activity, emergency response, disaster recovery, or any other currently unanticipated security and guest service need.

## 1.4 Key Challenges and Concerns

LSU Athletics seeks Supplier(s) who understand the unique operational demands of a Power-4 athletics environment. In addition to the goals and objectives outlined previously, the following challenges and concerns should be considered when preparing proposals:

- **Multi-Venue, Multi-Event Scheduling**
  - a. LSU Athletics frequently hosts simultaneous events across multiple facilities (Tiger Stadium, PMAC, Alex Box, Tiger Park, Soccer Stadium, etc.).
  - b. This creates challenges including:
    - i. Ensuring enough full-time managers are present at every venue
    - ii. Avoiding resource competition between events
    - iii. Maintaining consistent service levels across all sports
  - c. Supplier(s) must demonstrate capacity to manage high-volume staffing across overlapping events.
- **Large-Scale Football Operations & High-Risk Environments**
  - a. Tiger Stadium's scale (100,000+ capacity) presents elevated risks:
    - i. Field and sideline security
    - ii. Credential-only zones
    - iii. Team arrival movement
    - iv. Potential field-rush or incursion scenarios
    - v. Emergency and evacuation readiness
  - b. Supplier(s) must have supervisors and staff trained for high-risk crowd dynamics.
- **Recruiting & Retaining Qualified Staff**
  - a. With events spanning most days of the week and throughout the year, Supplier(s) must consistently:
    - i. Recruit large numbers of staff
    - ii. Retain experienced and reliable workers
    - iii. Maintain required Guard Card-certified personnel
    - iv. Manage elevated turnover typical in part-time staffing industries
  - b. Inadequate staffing poses a significant risk to event success.

- **Compliance With Louisiana Security Regulations**
  - a. Security components require compliance with Louisiana State Board of Private Security Examiners (LSBPSE):
    - i. Guard Cards for security staff
    - ii. Supervisory certifications where required
    - iii. Accurate recordkeeping and documentation
    - iv. Ensuring mixed teams (security + guest services) comply with state law
  - b. Supplier(s) must ensure internal processes are in place to maintain compliance.
  
- **Customer Service Expectations**
  - a. LSU Athletics places high value on guest experience. Challenges include:
    - i. Delivering positive, friendly interactions with fans
    - ii. Providing ADA support consistently
    - iii. Managing difficult guest interactions
    - iv. Ensuring premium-level service in clubs and suites
    - v. Maintaining professionalism during weather delays or high-heat events
  - b. Survey scores directly impact Supplier(s) evaluations and incentives.
  
- **High-Volume Gate Processing**
  - a. Football, basketball, gymnastics, baseball, and special events:
    - i. Required:
      - Strict adherence to LSU Athletics Clear Bag Policy
      - Queue management during peak ingress periods
      - Troubleshooting technology issues with scanners & credentials
    - ii. IF requested:
      - Hand-wand or magnetometer screening where applicable
  - b. Supplier(s) must be skilled in both security screening and customer service efficiency.
  
- **Supervisory Depth & On-Site Leadership**
  - a. A recurring challenge at major universities is insufficient supervision:
    - i. Too few managers leading too many hourly staff
    - ii. Lack of on-site decision-making authority
    - iii. Inconsistent accountability
    - iv. Slow response to operational issues
  - b. LSU Athletics requires dedicated full-time managers at every event, which increases Supplier(s) responsibility.
  
- **Consistency Across Sports & Venues**
  - a. LSU Athletics expects the same standard of:
    - i. Security integrity
    - ii. Guest service quality
    - iii. Appearance and professionalism
    - iv. Training and compliance
  - b. This is a challenge for Supplier(s) with inconsistent training programs or fragmented event-day operations ...regardless of whether the event is football, gymnastics, baseball, softball, or a concert.

- **Weather, Heat, and Environmental Factors**
  - a. LSU Athletics events often take place in extreme heat, heavy rain, or high humidity. Key concerns include:
    - i. Staff hydration and break management
    - ii. Worker fatigue
    - iii. Maintaining service quality in extreme conditions
    - iv. Ensuring gates and screening posts remain fully staffed
  - b. Weather-related challenges must be planned for, not reacted to.
  
- **Emergency Response & Evacuation Coordination**
  - a. In an emergency, staff must be able to:
    - i. Follow LSU Athletics command protocols
    - ii. Assist with evacuation routes
    - iii. Communicate effectively on radios
    - iv. Maintain guest calm
    - v. Support law enforcement and venue leadership
  - b. Inadequate training here presents significant risks.
  
- **High-Stakes Reputational Impact**
  - a. Failures in staffing, security, or guest service can result in:
    - i. Negative fan feedback
    - ii. National media scrutiny
    - iii. Risk to student-athletes and VIPs
  - b. Damage to LSU Athletics brand and reputation

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## SECTION 2: ADMINISTRATIVE INFORMATION

### 2.1 Definitions

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

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

**Award:** The acceptance of a bid or Proposal; the presentation of a purchase order or contract to a Supplier.

**Back of House (BOH) positions:** All non-public, restricted, and operational areas of an athletics venue that require controlled, credentialed access and are not accessible to general spectators. BOH areas include spaces used by student-athletes, coaches, officials, staff, media, performers, and event operations, and require dedicated security oversight to prevent unauthorized access and protect personnel, equipment, and infrastructure.

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

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

**Chief Procurement Officer (CPO):** As used in this RFP, is the LSU Systems Chief Procurement Officer.

**Crowd Control:** The coordinated management of spectator movement and behavior to maintain safety, prevent congestion, and reduce the risk of disorder, injury, or unauthorized access, using trained personnel, established procedures, and de-escalation techniques.

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

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

**Emergency Evacuation Readiness:** The preparedness of personnel to support and execute venue evacuation procedures during emergencies, including knowledge of evacuation routes, crowd-management techniques, communication protocols, and coordination with LSU Athletics, venue operations, and law enforcement to ensure the safe and orderly movement of patrons.

**Field/Court Incursion/Rush:** Any unauthorized entry or attempted entry by spectators or non-credentialed individuals onto the playing surface, field, court, or stage area before, during, or after an event.

**Fiscal Year:** July 1 through June 30.

**Full-Time Event Manager:** A year-round, salaried employee of the Supplier with authority to supervise event operations, make staffing decisions, and serve as the primary point of contact with LSU Athletics. Full-Time Event Managers may not oversee multiple simultaneous events unless explicitly approved by LSU Athletics. Full-Time management positions include: Security Managers and Guest Services Managers.

**Gate Operations:** All activities related to event ingress, including ticket scanning, bag checks, magnetometer or hand-wand screening, queue management, and controlled entry into public or premium areas.

**General Manager:** A year-round, salaried employee of the Supplier with overall responsibility for managing and overseeing all event operations, staffing, and performance across assigned LSU Athletics venues and events. The General Manager provides strategic leadership, supervises full-time event managers and operational staff, ensures compliance with LSU Athletics policies and contractual requirements, and serves as the primary senior point of contact with LSU Athletics. The General Manager is responsible for staffing fulfillment, operational planning, training oversight, and performance management of all personnel supporting the RFP.

**Guard Card:** A valid registration card issued by the Louisiana State Board of Private Security Examiners (LSBPSE) authorizing an individual to perform private security services in the State of Louisiana in accordance with applicable law.

**Guest Services Position:** A non-security, customer-facing position responsible for ushering, ticket taking, seating assistance, wayfinding, ADA support, guest assistance, and customer service functions. Positions titles included (but not limited to): Usher, ticket taker, elevator operator, etc.

**Guest Service Supervisor:** will be defined by the following but not limited to: uniformed personnel assigned to provide instruction and oversee guest services positions in areas with required fan interaction. The supervisor will be the main point of contact with LSU Athletics' staff during events.

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

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

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

**Mandatory Requirements:** For purposes of this RFP, the terms "shall," "must," and "will" denotes mandatory requirements.

**Magnetometer Screening:** The use of walk-through metal detectors or handheld wands to screen individuals for prohibited items in accordance with LSU Athletics policies and event security procedures.

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

**Must:** The term "must" denotes mandatory requirements.

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

**Non-Responsive Proposal:** A Proposal submitted without the necessary documentation and requirements as set forth in this RFP.

**Premium Areas:** Designated club, suite, press box, or hospitality spaces requiring special access credentials and elevated customer-service standards.

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

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

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

**Proposer:** An individual/company or entity that submits a response to a solicitation.

**Responsible Proposer:** 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 Proposer must be able to fully document in advance the ability to provide good faith performance.

**Request for Proposal (RFP):** Referred to as the “Solicitation” or the “RFP” in this document. A solicitation for Proposals to supply services or a combination of services and goods where weighted criteria are the basis for award.

**Security Guard(s):** A position responsible for access control, screening bags and persons, crowd control, enforcement of restricted areas, or protection of people, property, and operations. Security positions require a valid Louisiana State Board of Private Security Examiners (LSBPSE) Guard Card depending on assigned duties.

**Security Supervisor:** Unarmed uniformed personnel assigned to areas that must maintain restricted access, provide instruction and oversee security guards. The supervisor will be the main point of contact for LSU Athletics staff during events.

**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.

**Staffing Call:** The total number of personnel requested by LSU Athletics for a specific event, venue, and functional area, as communicated to the Supplier in advance of the event.

**State:** The State of Louisiana.

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

**Supervisor:** An on-site Supplier representative responsible for direct oversight of assigned staff, post coverage, performance management, and coordination with LSU Athletics during an event. This may be either a Security Supervisor or Guest Services Supervisor.

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

**Team Lead:** An employee of the Supplier who falls under the full-time security manager and/or guest services manager with authority to assist the full-time manager with all his/her duties such as event operations, making staffing decisions, and serve as a point of contact with LSU Athletics. Team Leads may not oversee multiple simultaneous events unless explicitly approved by LSU Athletics.

**Training:** The formal instruction, education, and practical preparation provided to Supplier personnel to ensure they are qualified to perform assigned duties, comply with LSU Athletics policies and procedures, meet applicable legal and licensing requirements, and safely support event operations, security, and guest services.

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

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

## 2.2 Schedule of Events

Event	Date	Time (CST)
RFP Posted to LaPAC	3/20/2026	
Non-Mandatory Pre-Proposal Conference See Section 2.6.3 for more information.	4/8/2026	11:00 AM
Deadline for Receiving Written Inquiries.	4/15/2026	2:00 PM
Issue Responses to Written Inquiries	4/24/2026	
PROPOSAL DUE DATE AND TIME. Proposals received late for whatever reason will not be considered.	5/5/2026	2:00 PM
Written Clarifications/Presentations (if needed) Please note that designated Proposers may be required to make oral presentations relative to their respective Proposals prior to the final selection of the Supplier. Those Proposers selected to make such presentation will be notified.	TBD	
Best and Final Offer (BAFO) (if needed)	TBD	
Notice of Intent to Award Issued	TBD	
Contract Start Date (Proposed)	8/1/2026	

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

## 2.3 Proposal Submittal (Electronic)

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

Alexandra Huber, RFP Coordinator  
Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
E-Mail: [atorre6@lsu.edu](mailto:atorre6@lsu.edu)  
Phone: 225-578-9398

It is the Proposer'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 Proposer's failure to download any addenda documents required to complete a Request for Proposal.

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

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

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

<https://www.doa.la.gov/oa/osp/vendor-resources/>.

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

**Proposals must be emailed to [bsubids@lsu.edu](mailto:bsubids@lsu.edu)** (*This email address should be used for bid submissions and addenda only*). An original and redacted copy (if applicable) must be submitted electronically. When submitting electronically, the RFP number and solicitation title should be listed in the subject line of the email. If you have submitted a bid through USPS, FedEx, UPS, or another mail carrier, it is your responsibility to send an electronic copy. Neither the receipt of a physical bid nor late bids will be accepted. **The maximum email attachment size accepted is 125 MB.** If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for RFQ-000000XXXX - Title; Bid Submittal 2 out of 3 for RFQ-000000XXXX - Title, etc.). If any submittal is received late, LSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered.

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

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

<https://lsu.zoom.us/meeting/register/zX8uuvNtQMCUARVrudsIuw>.

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

**PROPOSALS SHALL BE OPENED PUBLICLY DURING THE ELECTRONIC BID OPENING AT THE LINK ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED. PRICES SHALL NOT BE READ.**

## 2.4 Proposal Response Format

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

- A. Provide an executive summary of your Proposal. The executive summary should touch on all components of your Proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this Contract.
- B. The attached Certification Statement (Attachment A) must be signed, dated, and submitted with the Proposal by a person authorized to legally bind the Proposer 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. Proposers should number their responses to the sections using the same numbering convention as presented in the RFP document as applicable. Each numbered section of the response should use the same section titles as identified in the RFP document. All required documents and information shall be provided for each section.

Proposals that do not meet all requirements may be deemed as unresponsive and removed from consideration.

#### 2.4.1 Collateral Information

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

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

### 2.5 Confidential Information, Trade Secrets, and Proprietary Information

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

For the purposes of this Procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1-44) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this Procurement shall be open to public inspection. Proposers 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 Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

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

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

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

## **2.6 Proposal Clarifications Prior to Proposal Due Date & Non-Mandatory Pre-Proposal Conference**

### **2.6.1 Inquiry Periods**

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

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

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

### **2.6.2 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed Procurement process in which any Proposer is prohibited from communicating with any University employee or Supplier of the University involved in any step in the Procurement process; including, but not limited to, project management, design, development, implementation, Procurement management, development of specifications, and evaluation of Proposals for a particular Procurement. All solicitations for competitive sealed Procurements identify a designated RFP Coordinator. All communications to and from potential Proposers 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 Proposer 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 Proposer who violates the Blackout Period may be liable to the University in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Proposer.

### **2.6.3 Non-Mandatory Pre-Proposal Conference**

A non-mandatory pre-proposal conference will be held on 4/8/2026 at 11:00 AM CST at the Tiger Stadium, Lawton Room. The non-mandatory pre-proposal conference will last approximately two hours.

Spots for parking will be available in Lot 101 or 401. See <https://www.lsu.edu/parking/index.php> for information on parking. An LSU Athletics representative will be at the entrance of Lawton Room to let prospective Proposers in. Once the meeting has started, transportation will be provided by LSU Athletics to go from venue to venue. In the event that there are more people than anticipated, LSU Athletics reserves the right to only allow one representative from each company to attend the tour from venue to venue.

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.

## **2.7 Errors and Omissions in Proposal**

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

## **2.8 Changes or Addenda**

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

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

## **2.9 Withdrawal of Proposal**

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

## **2.10 Waiver of Administrative Informalities**

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

## **2.11 Cost of Proposal Preparation**

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

## **2.12 Ownership of Proposal**

All Proposers are hereby warned that any part of their Proposals sent to LSU Procurement Services will become property of the University upon receipt and are subject to the Louisiana Public Records Law. A copy of the Proposal will be retained for incorporation by reference in any Agreement resulting from this RFP. Proposals marked, in its

entirety, confidential or proprietary may be rejected and not considered. A request for cancelled solicitations and rejected proposals can be made in writing to Procurement Services at the Proposers expense.

## **2.13 Right to Reject**

Rejection. The university reserves the right to reject any or all responses to a solicitation in whole or in part and to award by items, parts of items or by any group of items specified. Also, the right is reserved to waive any technical defects when the best interest of the university will be served.

In accordance with the provisions of Higher Education Procurement Code (LAC34:XIII.1305), the University reserves the right to reject any or all responses to a solicitation from Proposers that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

## **2.14 Proposal Validity**

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

## **2.15 Acknowledgement of Supplier Responsibility**

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

## **2.16 Written Clarification /Presentations**

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

### **2.16.1 Demonstration Guidelines**

Proposers may be provided with scripted scenarios on which to base their presentations in order to assure an objective comparison among Proposers' 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 Proposer's proposed Project staffs' familiarity with the Solution to be implemented and their ability to explain, communicate, converse, and interact with LSU staff.

## **2.17 Best and Final Offer (BAFO)**

LSU reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for Award. If conducted, the Proposers 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 Proposers.

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

## **2.18 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for Award, LSU Procurement Services will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. This Notice of Intent to Award will start the Protest period for any Aggrieved Parties.

LSU Procurement Services will also notify all unsuccessful Proposers when the Notice of Intent to Award is issued.

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

## **2.19 Debriefings**

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

## **2.20 Right to Protest**

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

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

## **2.21 Protest Bond and Security**

Any proposer who files a protest shall be required to submit a protest bond in the amount equal to five percent (5%) of the estimated value of the contract or ten thousand dollars (\$10,000), whichever is less.

The protest bond shall be in the form of a surety bond issued by a surety company licensed to do business in the State of Louisiana, a certified check, cashier's check, or money order made payable to the appropriate contracting authority.

The protest bond shall be forfeited if the protest is determined to be frivolous or without merit.

Failure to provide the required protest bond at the time the protest is submitted may result in the protest being rejected or dismissed.

## **2.22 Contract Negotiations**

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

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

The Supplier will be expected to enter a Contract which is substantially the same as the Sample Contract attached.

## **2.23 Contract Award and Execution**

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

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

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. Refer to Non-Negotiable Contract Terms.

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

## **2.24 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.

## **2.25 Non-Negotiable Contract Terms**

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

## SECTION 3: SCOPE OF WORK

*It is the intent of the University to award items on a grouped basis to the overall lowest responsive and responsible Proposer(s) by groups. For the purposes of this solicitation, Part A-1, Part A-2, and Part B constitute separate groups. Each group will be evaluated independently, and award will be made to the Proposers whose proposal receives the highest overall score for the respective group. Proposers may submit proposals for any one group or for multiple groups.*

### **PART A – Football & Large-Scale Event Staffing at Tiger Stadium**

Events included but not limited to:

1. LSU Football games and events
2. Concerts
3. Graduations/commencements
4. University events
5. Large third-party events
6. On-field corporate/sponsor activations/events
7. High-attendance special presentations

Requires specialized skills including but not limited to:

1. Magnetometer Operation
2. Guard Card Compliance
3. Crowd Control
4. Restricted Area Access Control & Credential Enforcement
5. Field Incursion / Field Rush Prevention & Response
6. Emergency evacuation readiness
7. Professional Guest Interaction & De-escalation Techniques Radio Communications & Command Post Coordination
8. Situational Awareness & Incident Recognition
9. Enforcement of Stadium Policies and Procedures

### **Part A-1: Football & Large-Scale Event Field-Level, Back of House, and Restricted Zone Access Security/Guest Service Positions.**

**Security Scope includes providing trained, credentialed, highly-skill personnel to secure all restricted operational areas before, during, and after events in Tiger Stadium, including but not limited to:**

1. **Field-Level Security:**
  - a) Protection of field, sidelines, team boxes before, during and after event
  - b) Locker room security (home, visiting, officials)
  - c) Team arrivals and secure walk routes
  - d) Credential enforcement in all restricted zones
  - e) Maintaining separation between student section and field
  - f) Protection of sideline equipment, media equipment, and operational cabling
  - g) Controlled access to field entry/exit portals
  - h) Personnel and planning to prevent, monitor, and respond to any form of field rush or field incursion
  - i) Stage-front barrier security, including crowd-pressure monitoring, fan behavior observation, and immediate reporting of high-risk activity
  - j) Artist, tour personnel, and backstage access protection
  - k) Crowd-surge prevention and mitigation on the floor
  - l) Ejection and intervention support, including safe removal of disruptive individuals in coordination with LSU Police
  - m) Equipment and cable-run protection, ensuring no unauthorized access to production lines, camera tracks, lighting towers, or FOH mix locations

- n) Escort functions for artists or VIP movements, including secure movement to/from stage, backstage, or vehicles
- o) Monitoring of floor-level emergency egress routes, maintaining clear paths and observing for obstructions or high-density accumulation
- p) General Admission floor entry control, including wristband or credential verification, floor occupancy monitoring, and checking for prohibited items at floor-level access points

**2. Back-of-House (BOH) & Operational Zone Security:**

- a) Continuous monitoring of all back of house areas
- b) Credential-only access enforcement
- c) Crowd control during team or artist arrivals and departures
- d) Security coverage for all non-public operational areas, including but not limited to:
  - i. Service tunnels
  - ii. Loading docks
  - iii. Production offices
  - iv. Catering and food-service BOH areas
  - v. Mechanical/electrical rooms (as required by Ops)
  - vi. Elevator and freight lift access
  - vii. Media workrooms and photo rooms
  - viii. Overnight stadium security

These areas must remain fully secured for the duration of the event, with no uncredentialed individuals permitted to enter.

**Guest Services Scope includes providing trained, customer-focused personnel to assist patrons throughout the 100,000-seat stadium bowl and all associated concourse, plaza, and circulation areas before, during, and after events in Tiger Stadium. Staff assigned are responsible for delivering a high-quality guest experience, maintaining safe and orderly seating environments, and supporting LSU Athletics customer-service standards. Duties may include, but are not limited to:**

1. Seating assistance for 100,000-seat bowl
2. Section management (aisle control, row checks, ADA seating)
3. Patron support / guest issues
4. Conflict de-escalation
5. Lost ticket or duplicate seating resolution
6. ADA support
7. Elevator operation
8. Guest service kiosks & fan-assistance tents
9. Directional staff for concourses & plazas
10. Heat-mitigation/water-distribution posts (when applicable)
11. Parking-to-gate directional support
12. PMAC Tailgate Staffing
13. Floor seating support for concerts and special events
14. Campus policy enforcement

**Part A-2: Football & Large-Scale Event Gate Operations - Ticket Taking, Bag Inspection & Magnetometer Operation Scope includes providing trained, professional personnel to operate, secure, and support all public and controlled entry points before, during, and after events in Tiger Stadium. Staff assigned to A-2 shall be responsible for safe, efficient guest entry, compliance with LSU Athletics screening policies, and delivering a consistently positive customer-service experience. Duties include, but are not limited to:**

- Ticket takers for all public gates including premium clubs & suite level access points
- Bag checks aligned with LSU Athletics Clear Bag Policy and club & suite policies

- Gate supervisors & queue management
- VIP/personnel check-in lanes where required
- Magnetometer or hand-wand screening where applicable
- Credential verification for:
  - Press box
  - Clubs & Suites
- Hosts/greeters inside premium gates/areas when applicable

**Part B: Security, Guest Services & Gate Operations for All LSU Athletics Venues Outside Tiger Stadium.**

**Security and Gate Operations Scope include providing trained personnel for all LSU Athletics events held outside Tiger Stadium and covers access control, screening, bag checks, restricted area security, credential verification, and crowd-control functions.**

**Guest Services Scope includes providing trained guest-service personnel to support seating, wayfinding, ticket taking, and patron-assistance functions across all LSU Athletics venues outside Tiger Stadium and covers all Olympic sports, arena events and any other athletic or special event hosted at LSU Athletics facilities.**

**Venues Covered:**

1. PMAC (Women’s & Men’s Basketball, Volleyball, Gymnastics, Concerts, Graduations, University and Third-Party Events)
2. Alex Box Stadium (Baseball and Third-Party Events)
3. Tiger Park (Softball)
4. Soccer Stadium
5. Carl Maddox Field House (Track & Field, University and Third-Party Events)
6. Bernie Moore Track Stadium (Track & Field, University and Third-Party Events)
7. LSU Tennis Complex
8. Beach Volleyball Complex
9. Indoor/Outdoor practice facilities as required (Football, University and Third-Party Events)
10. LSU Natatorium

**Requires specialized skills including but not limited to:**

1. Magnetometer Operation
2. Guard Card Compliance
3. Crowd Control
4. Restricted Area Access Control & Credential Enforcement
5. Field Incursion / Field Rush Prevention & Response
6. Emergency evacuation readiness
7. Professional Guest Interaction & De-escalation Techniques
8. Situational Awareness & Incident Recognition
9. Enforcement of Venue Policies and Procedures

**Specifically covers, but not limited to:**

**Gate Operations & Venue Entry Control**

- Ticket taking and scanning at all public and controlled venue entrances
- Bag checks in alignment with LSU Athletics Clear Bag Policy and venue-specific procedures
- Queue management and guest flow support at smaller-scale entry points
- Hand-wand or magnetometer screening where applicable
- Greeting guests, resolving common ticket issues, and providing event information

- Directing patrons to proper entrances for seating, ADA access, or credentials

### **Guest Services & Patron Experience**

- Seating assistance, ushering, and section monitoring appropriate to each venue
- Monitoring aisles, rows, and spectator areas
- Managing seating conflicts, duplicate tickets, or lost ticket situations
- ADA support including accessible seating, mobility assistance, and elevator operation (if applicable)
- Directional support for concourses, plazas, and external walkways
- Assistance with lost items, guest questions, and event information
- Event-specific responsibilities such as foul-ball area monitoring, court-side access control, bullpen/dugout protection, or track-level crowd management
- Operating guest-service kiosks, information tables, and fan-assistance points

### **Security & Restricted Area Management**

- Enforcement of restricted-access pathways and controlled security zones
- Monitoring and securing team areas including locker rooms, dugouts, bullpens, tunnels, courtside seating, field-level access points, and BOH operational zones
- Crowd control and de-escalation in high-density areas such as student sections, court-side seating, and bullpen/dugout access
- Coordination with LSU Police for incidents, escalations, or restricted movement of teams and officials
- Support for event-specific security needs including postgame court/field protection or trophy-presentation staging

### **Special Event Coverage**

- Full gate, security, and guest-services support for concerts, commencements, ceremonies, and rentals held in venues outside Tiger Stadium
- Floor or court-level seating operations during concerts or special events inside the PMAC or other facilities
- VIP or backstage access control where required
- Coordination with external promoters, tour personnel, or event partners
- Production perimeter control

### **Crowd Control**

- Monitoring guest behavior and reporting/escalating concerning activity
- Maintaining security presence at high-risk areas (courtside seats, dugout access, bullpen rails, etc.)
- Crowd-control support during peak entry, postgame, or special presentations

### **Team & Official Movement Security**

- Securing movement routes between locker rooms, dugouts, courts, or fields
- Escort support for officials or teams as necessary

### **Event-Environment Management**

- Monitoring guest comfort issues (heat, hydration, accessibility)
- Assisting with water-distribution or cooling-station staffing when applicable
- Providing directional support from parking areas to gates

### 3.1 Security and Event Staff Requirements

Supplier must have sufficient personnel to fulfill all staffing needs.

Supplier will meet or exceed all federal, state, local, and regulatory requirements for the hiring and employment of all security and event staff personnel.

Supplier's employees are required to follow all written rules and regulations regarding behavior, execution of job duties, or other related areas, as provided by the primary University contact or their designee.

LSU Athletics or their designee may request the removal or reassignment of any Supplier employee from the account, for any reason at his/her discretion for good cause.

The success of LSU Athletics is based on the quality of service delivered by the security and guest service personnel. Security and guest service staff represent LSU Athletics and are expected to always conduct themselves in a professional manner while maintaining a high level of customer service. Guest safety and customer satisfaction are the primary concern of LSU Athletics. All personnel must show their commitment to the vision of LSU Athletics in creating a great customer experience while maintaining a safe environment.

courteous at all times and address guests in a professional manner. All security and guest service staff should make an Security and Guest Service Staff are required to be knowledgeable of their area and assigned duties. They should attempt to provide assistance to someone that is seeking help, asking a question, or needs assistance.

#### **Appearance & Behavior Guidelines**

- Security and Guest Service Personnel shall maintain a clean and neat appearance and be in an appropriate uniform as outlined in section 6.5.2 Uniforms.
- Hair must be kept neat and clean – combed and not considered messy or unkempt or fall in front of face.
- Fingernails should be clipped neatly and not be a distraction or prevent from doing the job required (i.e. scanning or tearing tickets)
- No excessive jewelry that might be considered distracting is allowed
- Because security and guest service personnel are required to interact with customers/guests at events, each employee should maintain a pleasant body odor. Smokers should use breathe mints as the smell of smoke can be offensive to some and considered nauseating.
- Security and Guest Service Personnel should not have any visible face or neck tattoos or any extreme piercing or body art that may be deemed objectionable by the average person. LSU Athletics reserves the right to determine what constitutes “objectionable.”

The following are recommended general guidelines for warnings for the Supplier to take action against an employee:

- Eating food, smoking cigarettes or chewing tobacco while on duty or while assisting a customer (smoking is prohibited anywhere on LSU's campus)
  - There is a tobacco free policy on campus and at all LSU Athletic events and this applies for all Supplier employees, including security personnel and guest service personnel on site, and all administrative/management team in all areas of the facilities on campus. No employee shall use tobacco products while on duty or while on campus
- Use of profanity, arguing or insulting a guest
- Tardiness or not showing up without notice
- Grouping, loafing or failure to maintain attention to specific assignment
- Listening to portable electronic devices or use of earbuds, talking or use of cell phones and other personal distractions are not permitted while on duty
- Disrespect to supervisors or failing to follow instructions

- Physical contact or engaging in horseplay, fighting/shoving patrons or fellow employees
- Seating a guest or roaming in an unauthorized area or providing tours of restricted areas (unless specifically requested and/or authorized by LSU Athletics Administration)
- Malicious or disrespectful comments about LSU and/or its personnel
- Requesting autographs, taking pictures or harassing student athletes, coaches, any personnel, or guests in attendance
- Harassing or contacting employees or any student athletes (includes all forms of social media)
- Tailgating while in uniform or while on duty
- Requesting or taking promotional items that are not offered to the event staff

The following behaviors are grounds for immediate dismissal:

- Theft, gambling, unauthorized ticket sales or assisting an unauthorized ticket seller
- Using employee status to assist non-ticketed individuals to gain access
- Unauthorized possession of firearms or weapons on campus
- Possession or use of illegal drugs or alcohol while on duty

The security and guest services staff personnel shall meet the following minimum standards:

- Not be addicted to alcohol or controlled substances.
- Have no outstanding warrants for arrest.
- Must pass a criminal background check – sec 6.6
- Shall be aware of firearm free zones and drug free zones
- Be able to clearly and effectively read, write, speak and communicate in English.
- Have a thorough knowledge of the customer service areas and assigned working positions.
- Must be able to handle complaints and problems in a calm manner
- Must be able to communicate to supervisors and co-workers
- Be physically able to assist guests in case of emergencies.
- Be physically able to stand or remain at an assigned position for long periods at a time (4-5 hours is considered an average event and football is normally 7-9 hours on average).
- Be in good mental and physical health – LSU Athletics reserves the right to request a medical release from a certified doctor for an employee with an identified health concern.
- Be physically able to withstand loud environment
- Be helpful and courteous at all times
- All personnel must be at least 18 years of age
- All security personnel must be licensed by the Louisiana State Board of Private Security Examiners prior to working in a security position.
  - After the contract has been awarded, LSU Athletics will submit a listing of the security positions for each sport in which individuals must be licensed.
  - Licensed security personnel must carry all appropriate documentation and may be asked to show proof of current license.
- Supplier shall submit a copy of the list of personnel licensed prior the beginning of the season and throughout the season at the request of LSU Athletics.

## 3.2 Service Requirements – Security and Guest Services

LSU Athletics reserves the right to alter and adjust any of the service requirements.

**Security Supervisors** will be asked to perform any of the following security duties (but not limited to):

- Oversee and monitor behavior and overall job performance of all security positions.
- Maintain event organization with all security positions.
- Provide instruction to all security positions.

Make a reasonable attempt to protect and maintain the best interests of LSU Athletics as provided from instructional meetings, trainings, planning sessions, briefings, and worksheets with service orders.

**Guest service supervisor** will be asked to perform the following duties (but not limited to):

- Oversee and monitor behavior and overall job performance of all guest services positions:
- Maintain event organization with all guest service positions. Provide instruction to all guest service positions. Make a reasonable attempt to protect and maintain interest of LSU Athletics as provided from instructional meetings, trainings, planning sessions, briefings, and worksheets with service orders.

### 3.3 Location for Services and Events for Service

Supplier will provide services for the following sports/events (number in parenthesis is an estimate the average number of home contests during an average varsity season). The Supplier may be asked to “scale up” or “scale down” depending on the anticipated attendance and the success of the team/sport. LSU Athletics will communicate directly with the Supplier to make the determination of the staffing numbers for each sport – these coordination meetings will occur during the preseason and may occur during the season. LSU Athletics will have post season meetings to review overall numbers and attendance and staffing assignments with the Supplier and discuss adjustments for the following season.

The average number of competitions may change and Supplier will need to plan accordingly once the schedule is finalized.

#### **Average Attendance Per Sport/Event**

• LSU Football (9)	Average Attendance:	100,000
• LSU Men’s Basketball (18)	Average Attendance:	5,000
• LSU Women’s Basketball (18)	Average Attendance:	6,000
• LSU Baseball (45)	Average Attendance:	10,000
• LSU Gymnastics (6)	Average Attendance:	10,000
• LSU Softball (40)	Average Attendance:	2,000
• LSU Volleyball & Beach Volleyball (15)	Average Attendance:	1,200
• LSU Soccer (12)	Average Attendance:	400
• LSU Track and Field – Indoor (6)	Average Attendance:	500
• LSU Track and Field – Outdoor (6)	Average Attendance:	500
• LSU Men’s Tennis (15)	Average Attendance:	150
• LSU Women’s Tennis (15)	Average Attendance:	150
• LSU Men’s and Women’s Golf (3)	Average Attendance:	250
• Tiger Stadium Concert (3)	Average Attendance:	60,000
• PMAC Concert (3)	Average Attendance:	8,000
• LSU Natatorium (5)	Average Attendance:	250
• Miscellaneous (10)	Average Attendance:	TBD

Supplier will provide services for all athletic competitions, practices, events, and special events hosted in the following facilities, as requested by LSU Athletics. **LSU Athletics reserves the right to add additional venues through mutual agreement with Supplier. LSU Athletics may request services for events held off campus at specified facilities.**

Below is a listing of approximate staffing numbers for events hosted in LSU Athletics. The number below is an approximation, meaning that each event is different and LSU Athletics will coordinate with the Supplier for each specific event and sport. The Supplier will need to be prepared to staff up to these numbers and possibly exceed these numbers.

LSU Athletics **does not guarantee** these numbers to be exact and will provide more specific inventory assignment sheets with details regarding each position at the beginning of the season. The Security, Bag Checkers, Ticket Takers and Guest Services column shown below include all other personnel that fall under each role (i.e. Security supervisors, security guards, magnetometer operators, ushers, elevator operators, etc.). Please refer to definitions for what each role is classified (security or guest services).

The Supplier will need to understand every sport is different and a venue that hosts different sports may have different security and guest service needs (i.e. volleyball, men’s basketball and gymnastics are all hosted in the PMAC but each call will be different).

Please refer to financial proposal Attachment E for the estimated hours needed per part in this bid.

<u>Location</u>	<u>Security</u>	<u>Bag Checkers</u>
• Tiger Stadium – Football	(170)	(85)
• Tiger Stadium – Concert	(170)	(85)
• Pete Maravich Assembly Center (PMAC)	(25)	(15)
• Alex Box Stadium	(15)	(15)
• Tiger Park	(5)	(5)
• Maddox Fieldhouse	(15)	(5)
• Bernie Moore Stadium	(15)	(5)
• LSU Tennis Complex	(5)	(2)
• LSU Soccer Complex	(5)	(2)
• LSU Natatorium	(5)	(2)
• The LSU Football Operations Facility	(0)	(0)
• University Club Golf Course	(10)	(5)
• Miscellaneous	(TBD)	(TBD)

<u>Location</u>	<u>Ticket Takers</u>	<u>Guest Services</u>
• Tiger Stadium – Football	(100)	(165)
• Tiger Stadium – Concert	(100)	(180)
• Pete Maravich Assembly Center (PMAC)	(15)	(25)
• Alex Box Stadium	(20)	(35)
• Tiger Park	(5)	(20)
• Maddox Fieldhouse	(5)	(10)
• Bernie Moore Stadium	(5)	(5)
• LSU Tennis Complex	(0)	(5)
• LSU Soccer Complex	(0)	(5)
• LSU Natatorium	(0)	(0)
• The LSU Football Operations Facility	(0)	(0)
• University Club Golf Course	(0)	(5)
• Miscellaneous	(TBD)	(TBD)

### 3.4 Special Event Services

LSU Athletics may host special events throughout the year but there is no set schedule as the events are contracted and may or may not be repeated each year. LSU Athletics will make every attempt to provide the latest information in a timely manner so Supplier can properly prepare.

Supplier will have first right of refusal for any special events hosted in LSU Athletics Facilities. LSU Athletics will not seek additional Suppliers nor engage with other agencies in a working relationship that is competitive to the Supplier unless the Supplier is unable to meet the needs of LSU Athletics for a special event.

Supplier will provide a detailed invoice identifying responsible party, organization and department name, dates and hours of service, and total billed amount.

LSU Athletics will identify any preplanned special events at the beginning of the fiscal year.

### 3.5 Supplier Responsibilities

Supplier agrees to staff the operation so that service is uninterrupted. It shall be the responsibility of the Supplier to provide any type of relief personnel. Supplier shall provide supervision for the group of personnel working – whether that be security or guest services.

Supplier shall be responsible for the day-to-day administration, operation, and management of all elements of recruiting, staffing, and management of security and guest services personnel.

Supplier shall be solely responsible for the satisfactory work performance of all employees. All personnel associated with the administration, operation, and maintenance of the system shall be employed by the Supplier, or be employed by an official Subcontractor of the Supplier. The Supplier will be fully responsible for all personnel assigned to the implementation and delivery of security and guest services for LSU Athletics.

The Supplier shall be solely responsible for establishment and payment of employee wages, benefits, work rules and/or subcontractor's wages and benefits. Employees of the Supplier shall not be considered employees of LSU. However, the Supplier may solicit LSU employees for part-time temporary positions working events.

Supplier shall comply with the requirements of employee liability, workers' compensation, unemployment insurance, social security, and the Americans with Disabilities Act and any other required local, state and federal laws.

Supplier shall hold LSU harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

#### 3.5.1. Radios and Communication Devices

LSU Athletics will not provide radios and staff communication devices. The Supplier will be responsible for providing radios and/or handheld two-way communication devices to security and guest service personnel at no expense to LSU. All radios and/or handheld two-way communication devices that the Supplier decides to use must be approved by LSU Police Department prior to 8/01/2026 to ensure integration with LSU's Command Post and event command structure.

In addition, the Supplier will be responsible for having a communications plan for each venue and event. The Supplier must provide radios (and/or a communications device) to security and guest service personnel in key areas. LSU Athletics and the Supplier will meet during the preseason and mutually agree on the key areas that need radios. Supplier must provide LSU a copy of their communications plan for event days before the first event.

The Supplier shall agree to adhere to frequency coordination during events and the requirements set forth by the LSU Athletics Technical Services department.

### 3.6 Parking

LSU Athletics will not be responsible for providing secured close parking to the venues for security and guest service staff during events. There is sufficient free parking on campus during all events for all personnel.

LSU Athletics will work closely with the Supplier and discuss opportunities with the company to locate offsite parking at a remote location and provide mass transit for security and guest services staff for LSU Football only. LSU Football is the largest single event on campus, and the LSU Athletics department will work with the Supplier to discuss options for parking and provide assistance to help the Supplier build a well-structured parking plan to reduce or eliminate staff from parking on campus.

LSU Athletics cannot guarantee any available parking for Supplier, however LSU Athletics will make a good faith attempt to provide sufficient parking permits for key personnel as agreed through preseason coordination meeting.

### 3.7 Service Adjustments

It is fully expected that the schedules, staffing numbers, and assignments may change during the course of the security and guest services contract due to facility changes and/or, the addition of new facilities, fan attendance numbers, and the University's preferences. LSU Athletics will provide schedule and service hours with a good faith estimate that reflects current and expected needs. In no way is this meant to represent a guarantee of service levels.

LSU Athletics reserves the right to make service adjustments to meet the needs of the campus community at any time.

LSU reserves the right to negotiate with the Supplier to reduce hourly rates should service hours increase significantly. Any cost adjustments will be agreed upon, in writing, by both parties, prior to implementation.

### 3.8 Liquidated Damages

The Supplier's failure to perform certain obligations will cause operational, safety, and reputational harm to Louisiana State University, which is difficult to quantify. Accordingly, the following liquidated damages schedule shall apply.

Liquidated damages will be deducted from the payment due to the Supplier in the month following the event in which such damages occurred. These damages do not preclude LSU from seeking additional remedies for other contractual breaches.

#### **Staffing Shortfall Penalties**

Liquidated damages will be assessed when the Supplier fails to meet the minimum staffing requirement established for an event.

#### **1. Events with Staffing Calls of 300 or More**

If the Supplier provides less than 90% of the required staff:

- A penalty of \$50 per missing staff member (calculated beyond the 10% threshold) will be assessed.

Example:

Call: 300 staff

90% threshold: 270 staff

If 260 staff arrive → 10 staff short →  $10 \times \$50 = \$500$

## **2. Events with Staffing Calls Under 300**

If the Supplier provides less than 80% of the required staff:

- A penalty of \$50 per missing staff member (calculated beyond the 20% threshold) will be assessed.

Example:

Call: 200 staff

80% threshold: 160 staff

If 150 staff arrive → 10 staff short →  $10 \times \$50 = \$500$

### **Staffing Overage Penalties**

Liquidated damages will be assessed when the Supplier exceeds the minimum staffing requirement established for an event.

Staffing levels for each event will be established and approved in advance by LSU Athletics. The Supplier shall not exceed approved staffing levels without prior authorization.

## **1. Events with Staffing Calls of 300 or More**

Staffing overages of up to 5% above the approved staffing call may be provided only with LSU Athletics approval and will be billable at the contracted rate.

Any staffing provided in excess of 5% above the approved staffing call without LSU Athletics authorization will not be billable.

Example:

Approved Call: 300 staff

5% overage threshold: 315 staff

- If 310 staff report with LSU Athletics approval → billable
- If 325 staff report without LSU Athletics approval → only 315 billable; 10 staff non-billable

## **2. Events with Staffing Calls from 100–299**

Staffing overages of up to 10% above the approved staffing call may be provided only with LSU Athletics approval and will be billable at the contracted rate.

Any staffing provided in excess of 10% above the approved staffing call without LSU Athletics authorization will not be billable.

Example:

Approved Call: 200 staff

10% overage threshold: 220 staff

- If 215 staff report with LSU Athletics approval → billable
- If 235 staff report without LSU Athletics approval → only 220 billable; 15 staff non-billable

### **3. Events with Staffing Calls Under 100**

Staffing overages of up to 20% above the approved staffing call may be provided only with LSU Athletics approval and will be billable at the contracted rate.

Any staffing provided in excess of 20% above the approved staffing call without LSU Athletics authorization will not be billable.

Example:

Approved Call: 80 staff

20% overage threshold: 96 staff

- If 90 staff report with LSU Athletics approval → billable
- If 105 staff report without LSU Athletics approval → only 96 billable; 9 staff non-billable

LSU Athletics reserves the right to assess additional charges if the breach results in operational delays, reporting obligations, safety hazards, or damage to University property.

- Liquidated damages shall be deducted from the payment due to the Supplier the month following the date of the liquidated damages assessed.
- The provisions of this section shall not preclude recovery by LSU of damages or LSU's obtaining equitable relief, for other breaches of the Supplier.

#### **3.8.1 Remediation of Liquidated Damages**

It is the intent of LSU Athletics to ensure all scheduled service is delivered by the Supplier at all times and meets the stated service requirements. To help foster a spirit of partnership, LSU may consider, on a case-by-case basis, excusing some or all incurred liquidated damages with an otherwise responsible partner.

Supplier must report the personnel issue to the primary customer contact (or their designee) within one (1) working day of identifying the issue.

The personnel issue may not have been caused by blatant disregard for contract terms or irresponsible management procedures.

Supplier must provide a timely and workable solution that is acceptable to LSU within three (3) working days of reporting the problem.

### **3.9 Repeated and Validated Customer Complaints**

LSU will determine if complaints represent a breach of service quality or safety requirements. These are the complaints that are of most concern to the University.

### **3.10 Self-Evaluation Performance Requirements**

Twice annually the University & Supplier may conduct a self-evaluation of security and guest service personnel. The evaluation will include but not be limited to the following:

- On-time performance
- Attendance for events – per requested staffing numbers and actual reported attendance
- Documented customer feedback

- Documented appearance and attitude
- Third party evaluation may be used to help provide measurable information.

### 3.11 Performance Incentives

To encourage excellence in staffing reliability, guest experience, and operational performance, LSU Athletics will provide financial incentives to Suppliers who consistently meet or exceed event expectations. These incentives are awarded on a per-event basis and will be included on the month-end reconciliation statement.

Performance incentives do not offset liquidated damages; both may apply independently based on event outcomes.

#### A. Staffing Reliability Incentive

To reward exceptional staffing accuracy:

##### 1. Events With Staffing Calls 300+

- a. If the Supplier provides 98–100% of required staff:
  - i. LSU Athletics may award a performance bonus of \$500–\$1,000 per event or season, based on event size and complexity.

##### 2. Events With Staffing Calls Under 300

- a. If the Supplier provides 98–100% of required staff:
  - i. LSU Athletics may award a performance bonus of \$250–\$500 per event or season, based on event size and complexity.

#### B. Guest Service Quality Incentive (Tiger Stadium Only)

LSU Athletics evaluates guest service, staff helpfulness, and overall fan experience through postgame/event surveys administered to ticket holders and attendees.

If the Supplier achieves an average rating of 4.0 or higher (out of 5.0) in the categories of staff courtesy, helpfulness, and responsiveness on the official Tiger Stadium Guest Experience Survey:

LSU Athletics may award a \$500 performance bonus per game or event.

This incentive reinforces LSU Athletics’ commitment to delivering a safe, positive, and welcoming experience for all fans.

### 3.12 Diagrams & Facility Information

<https://lsusports.net/facilities/>

### 3.13 Gameday Policies & Information

<https://lsusports.net/gameday/geauxsafe/>

[https://lsusports.net/gameday/tiger-stadium-policies/?utm\\_source=chatgpt.com](https://lsusports.net/gameday/tiger-stadium-policies/?utm_source=chatgpt.com)

## SECTION 4: EVALUATION

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
PROPOSER QUALIFICATIONS AND EXPERIENCE (Section 5)	28
TECHNICAL PROPOSAL (Section 6)	35
FINANCIAL PROPOSAL (Section 7)	25
VETERAN AND HUDSON INITIATIVE (Section 8)	12
Total Possible Points	100

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

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the categories of Proposer Qualifications and Experience and Technical Proposal to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Financial or Veteran Hudson Initiative evaluation.**

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 Proposer Qualifications and Experience, Technical Proposal, Financial Proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer(s) with the highest overall score for each Part will be recommended for Award.

### 4.1 Evaluation and Selection

#### 4.1.1 Evaluation Team

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

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

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

## SECTION 5: PROPOSER QUALIFICATIONS AND EXPERIENCE

### 5.1 Management Proposal

In this section, the Proposer will provide general information about the company's background and experience including organization mission/vision statements and any certifications and relevant industry achievements. This narrative should include the Proposer'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. A list of offices and locations that can potentially provide support to the LSU operation must be included in narrative. Finally, a brief history of the company, products and services should be included; along with sales growth in the postsecondary education market and other pertinent information to demonstrate financial strength, integrity, experience, and industry focus.

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

After contract has been awarded, LSU Athletics will provide the Supplier with an operational chart/inventory for assigned positions. Suppliers shall indicate any deviations from this structure and provide an explanation which justifies why an alternate structure may be more beneficial to security or the guest service operations at LSU Athletics. Supplier must work with LSU Athletics to finalize an organizational structure to meet the operational and management needs for this operation.

#### 5.1.1 Key Management Personnel

LSU Athletics shall be notified in advance of any proposed replacement, reassignment, or removal of key management personnel during the term of the Contract.

LSU Athletics reserves the right to review qualifications for replacement and provide input regarding any proposed replacement for key management positions, including General Managers, Security Managers, and Guest Services Managers. Such input may include participation in interviews or review of credentials and experience. While final hiring decisions remain the responsibility of the Supplier, LSU Athletics reserves the right to request an alternative candidate if the proposed replacement does not meet operational, security, or service expectations.

### 5.2 Proposer Financial Information

This section must include documents to demonstrate the Proposer's financial stability. The Proposer 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.

Proposers should also provide any available evidence that demonstrates the following:

- Documentation such as deposit records, payroll summaries, time sheets to showcase ability to pay staff weekly or biweekly without performance disruption.
- Proposer should also provide any statement of non-performance if applicable.
- A copy of any report/certification that verifies Louisiana business registration or capability to operate within Louisiana statutes

### 5.3 Subcontractor Information

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

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

### 5.4 Minimum Requirements and Qualifications

Proposer shall provide the following information with the submitted proposal:

- A. The Proposer must be licensed through the Louisiana State Board of Private Security Examiners (LSBPSE) at time of bid submittal. All personnel must have individual licenses with the LSBPSE prior to 08/01/2026. A copy of the company's license must be submitted. For additional information regarding the company license, please go to the following link: <https://www.lsbpse.com/>.
- B. Suppliers must provide **3 client references** that meet and demonstrate the following criteria:
  - i. A minimum of 3 consecutive years of experience providing event staffing: guest services, and/or security at large public venues
  - ii. Experience staffing events with attendance over 65,000
  - iii. Services provided to either Power-4, Division I, or professional sports organizations
  - iv. Experience working in highly regulated security environments (magnetometers, credentialed access, law enforcement integration)
  - v. References should clearly illustrate that the proposer has the capabilities to perform the work as outlined in this RFP and associated documents
  - vi. All submitted references will be evaluated based on relevancy to service requirements and quality of service delivered
  - vii. A reference that can verify proposer's ability to meet minimum staffing levels even under compressed timelines
  - viii. A reference that can verify proposer's experience in handling field incursion prevention, crowd surges, and crisis scenarios
  - ix. At least 1 of the 3 client references required above must include staffing experience with a venue of at least 80,000 seating capacity

All submitted references should have the following information included:

- Contact name, title, email, phone, and address
- Name of company or organization
- Description of services provided and a breakdown of staffing numbers
- Location of where the service was rendered
- Date service began
- Date service ended or future contract end date
- Reason service ended (if applicable)

### 5.5 Discounts for Early Payments and Incentives

The standard university payment terms are Net 30, after receipt of a properly executed invoice, or delivery and acceptance, whichever is later, unless early payment discounts are offered, or longer payment term negotiated (i.e., Net 45 or Net 60). Proposers should include any discount or incentive offered to the University under this contract.

## SECTION 6: TECHNICAL PROPOSAL

**For evaluation purposes, if submitting proposals for multiple Parts (A-1, A-2, or B), Proposers should include CLEARLY MARKED technical proposals for each specific Part they are bidding on.**

### 6.1 Service Start-Up Plan

Proposer must provide with proposal, a service start up plan that identifies dates, timelines, deadlines and milestones they will commit to ensure a successful start by the date specified in this RFP.

The plan must include, at a minimum, the following critical dates. Additional relevant information regarding the start-up plan including any start up needs should be included as appropriate. The quality of the start-up plan will be evaluated on comprehensiveness and applicability to proposed operations.

- Date general manager and full-time staff will be hired and/or assigned to LSU Athletics
- Hiring and/or assignment of all other management, administrative, and support personnel (part-time and gameday supervisors)
- Dates for hiring all security personnel and guest services staff
- Target dates for training for security and guest service personnel
- Identify timeline for setting up operation in Baton Rouge

Additionally, Proposer must specify the title, duties, and number of people assigned to management hierarchy for all personnel assigned to this account with their response in an organizational chart.

### 6.2 Customer Service Plan

The Proposer must provide an example of a currently used customer service plan with their response that meets all or the majority of the requirements listed below. The quality of the customer service plan will be evaluated on comprehensiveness and applicability to proposed operations.

Customer service plan shall have provisions to deal with the following items:

- Security and Guest conflict resolution process and explanation for differences in training for each division.
- Overview of the company process for handling customer comments and complaints.
- Job Descriptions and assignment sheets for security and guest service personnel with an explanation for how to handle unruly, upset, or disorderly behaviors by coworkers or patrons attending the game/event
- Process for supervisor to communicate comments or complaints that are addressed to Supplier or directly to LSU Athletics personnel.
- Reporting method to track comments, complaints, and questions that include date, time, person responsible for resolving issue, and date issue was resolved.
- Procedures for security and guest service employees to follow when conducting their normal duties.
- Meeting all applicable Americans with Disability Act requirements
- Ongoing customer service quality assurance and employee accountability to meet these requirements

The supplier shall have, as of the service start date, a written customer service plan that meets all required policy and procedures for all employees assigned to LSU Athletics.

The Supplier shall provide each security or guest service employee with a copy of his/her own handbook that provides details of internal policies, processes and procedures that are required to successfully conduct his/her job. The handbook shall include any specific requirements for working an LSU Athletics game or event, and shall also provide all local, state, federal, and regulatory requirements that apply to the employee.

### 6.3 High Demand Operational Plan

LSU Athletics hosts multiple events throughout the year and these events sometimes overlap. Proposer must provide in the submitted proposal an example of a multiple event date in which employees were assigned to working several positions at different venues as well as any guidelines for employees working more than one sport.

If Supplier has other interests (clients) within 150 mile radius of LSU Athletics – this information must be disclosed in the submitted proposal and include any information and details regarding how they will manage multiple events in these areas and cover all required positions for LSU Athletic events/contests.

After the contract is awarded, the Supplier must provide a plan that shall be specific for LSU and must show that LSU Athletics is the priority event for the staff in the area by 08/01/2026.

### 6.4 Emergency and Contingency Response Plan

After the contract has been awarded, the Supplier will be required to meet with LSU Athletics and LSU Police to review the Emergency and Contingency Response Plan.

The Supplier will be required to provide instruction and information to patrons in venues for each identified situation below (but not limited to):

- Weather evacuation and/or delay
- Venue or area evacuation for fire or threat
- Fighting or disorderly conduct
- Unanticipated schedule change

The Proposer must provide a description of operational meetings and planning sessions they have been a part of in the past and must include any information that may be relevant to LSU Athletics.

#### 6.4.1 Emergency Response Plan

Experience has shown that in time of emergency at events on campus, there can be a need to evacuate a facility or an area of the facility. These can be due to but not limited to bomb threats, severe weather, terrorist threats, chemical spills and other such incidents.

Should an emergency event happen during an LSU Athletic Event or special event hosted on campus, it shall be required that the security and guest service personnel continue to provide service to aid in protective actions under the direction of LSU Police. Security and guest service personnel will be provided with instruction as coordinated through the LSU Police Department and LSU Athletics Event Management. Security and Guest Service Staff will participate in assisting guests in attendance during evacuations, shelter-in-place, temporary relocation, and other emergency situations. LSU Athletics will dictate the protocols and response plan as necessary. This will be through coordination with supervisory personnel and may require the use of a radio communications system.

Proposer must provide a description and example of a specific incident that the company staff assisted with such efforts for an emergency situation evacuation. Explain the role of the company employees and how the situation was resolved.

## 6.5 Personnel

### 6.5.1 Personnel Wages

LSU expects that the Supplier will pay adequate wages to employ qualified and reliable security and guest service personnel.

Proposer must indicate in their proposal the minimum starting hourly wage to be paid to security and guest service personnel and the expected average hourly wage.

### 6.5.2 Uniforms

Uniforms are required to be worn by all security and guest service personnel working at the event. Supplier will be responsible for providing standard uniforms for all employees at no additional cost to the University. Supplier will be responsible for ensuring security and guest service staff are wearing only authorized uniforms and not “fan gear” or items that blend in with the public.

Proposer must submit a picture of standard uniforms and apparel.

LSU Athletics requests to incorporate an LSU logo into all elements of the uniforms and make the uniforms specific for LSU Athletics and Events hosted by LSU Athletics. Placement of the logo and uniform color will be determined through mutual agreement. LSU will provide the logo to the awarded Supplier.

Security and Guest Service personnel will be required to wear standard uniform shirts at all times. The shirts shall be a distinct color and style or styles, which will be specified, reviewed, and approved by LSU.

#### **Minimum Requirements for Uniforms**

- Security must have a different uniform style/color/design than the guest service personnel.
- Security uniforms must have the word “SECURITY” printed somewhere on the uniform so that is visible to the general public from a distance.
- Shirts may be either polo (short sleeve) or button-down style. All shirts must be clean and free of stains or markings as personal appearance is highly visible and a primary aspect of guest interactions.
- Supplier must have additional uniform options for premium areas and special requests – these uniforms must be reviewed and approved by LSU Athletics. These uniforms should be dressier in style – button down shirts, ties, coat/jacket, or something unique for the event.
- Security and Guest Service Personnel must be required to wear standard color (Khaki or black) and style pants, shoes, and jackets (if needed).
- Standard issued hats, visors, or unique headwear are required based on the event and approval of LSU Athletics.
- LSU may provide (or request that the Supplier provide) special event uniforms to be worn during those identified events.
  - These uniforms will be paid for by LSU if the special request is above and beyond normal operations and/or it is a one-time event in which the uniform will not be used for additional events/games/activities. This will be decided at the discretion of LSU Athletics.
- Event security and guest service personnel must be trained in proper uniform protocol and etiquette.
- Supplier must have uniforms for all weather conditions and the ability to provide company identifiable jackets and/or pullovers for outdoor events to maintain staff
- Supplier must be prepared to provide rain ponchos or some form of weatherproof support for staff working outdoor events as staff may be required to work in the elements.
- Security and guest service personnel will not wear anything controversial (as determined by LSU Athletics) – items such as non-LSU collegiate fan gear or promotional items, any political or religious buttons or items that may be considered advertising or “in your face.” LSU Athletics reserves the right to request

the Supplier have the employee remove the article in question or have the employee removed from the assignment.

- Employees must wear a personalized nametag at all times and a patch or marking indicating the name of the company. Name must be clear and identifiable.

## 6.6 Background Checks

The Supplier must conduct pre-employment criminal background checks for all security and guest service personnel prior to any employee working any events hosted by LSU Athletics and on Campus.

The Proposer must submit in the proposal the background check process for employee screening and criminal background check of employees. Proposer must disclose any information about the company running the background checks and any information necessary to identify the process.

All security or guest service employee(s), supervisor(s), or manager(s) working at LSU in any capacity shall meet the following criteria:

- No felony convictions in the 5 years prior to the date of the event.
- No prior convictions EVER for the following offenses:
  - Murder
  - Robbery
  - Sex offenses of any type
  - Aggravated Assault
  - Arson
  - Kidnapping
  - Battery of a Police Officer
  - Convictions involving firearms or explosives
  - Convictions involving the criminal attempt or conspiracy of any of the above offenses
- No prior convictions in the last 2 years from the date of the event for offenses involving other dangerous weapons (i.e. knives, dangerous instruments, etc.)
- No outstanding warrants for arrest

Due to the diverse workforce, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the Supplier must provide a letter certifying that criminal history checks have been conducted on all security and guest service personnel providing service to the University. Said letter shall be provided upon request. As team members are added throughout contract period, an updated letter must be provided upon request. An updated letter may be required every year for all employees, and any additional employees that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies.

Proposer should provide information on any company partnerships with any organizations that have a higher frequency of background checking process, which should be noted and identified. Any historical information related to this process should be detailed and described as well as any long-term relationships with such organizations.

## 6.7 Drug Testing

All security and guest service employees must agree to federal, state, and local mandated drug testing and agree to random drug testing as a condition of their employment under this contract.

Proposers must provide a copy of their policies and procedures with respect to drug and alcohol testing (initial testing and frequency of ongoing and random testing) that meets all legal requirements and industry accepted standards.

## 6.8 Security Licensing & Compliance

Proposers should provide any available evidence that demonstrates the following:

- Compliance with all Louisiana private security licensing laws
- Ability to produce Guard Card numbers and documentation on request
- Training in metal detector operation, bag-checking, alarm resolution, and credential enforcement
- Experience protecting restricted and BOH areas (locker rooms, tunnels, broadcast compounds, field-level, courtside, dugouts)

## 6.9 Event Staffing Performance History

Proposers should provide any available evidence that demonstrates the following:

- A copy of historical fill rates for previous clients (contract minimums must be met)
- A copy of on-time arrival performance metrics (i.e. sign in reports, etc.)

## 6.10 Technology & Operations Capabilities

Proposers should provide any available evidence that demonstrates the following:

- Use of staff management software or scheduling tools
- Timekeeping and attendance verification systems
- Ability to provide daily post-event staffing reports, incident logs, and reconciliation documents

## 6.11 Management & Staffing Capacity

Proposers must demonstrate their ability to provide a full-time, year-round management team with sufficient size, experience, and qualifications to safely and effectively staff LSU Athletics events. **Proposers must provide a description of staffing capabilities etc. as well as job descriptions and resumes for all required full-time staff (General Manager, Security Manager, and Guest Services Manager) for each Part they are bidding on based on the requirements listed below.**

Only the staff rates listed on Attachment E- Financial Proposal will be billable under this contract.

### Minimum Full-Time Management Team Requirements:

#### **Part A: Football & Large-Scale Event Staffing at Tiger Stadium**

#### **Part A-1: Football & Large-Scale Event Field-Level, Back of House, and Restricted Zone Access and Security/Guest Service Positions.**

#### **Required Full-Time Staff**

- General Manager (Full-Time – can be same as A-2 if bidding on both sections)

##### **Minimum Experience**

- Minimum 3 years providing security and guest services in venues 65,000+
- Team arrivals and escorting
- Locker room and tunnel protection
- Field incursion / field-rush prevention
- Back-of-house (BOH) security
- Credential enforcement in highly restricted zones
- ADA seating and elevator operation

- Customer conflict de-escalation
  - Premium clubs/suites guest support
  - Concert floor seating operations
  - Training Requirements
  - ADA assistance & accessibility protocols
  - Conflict-resolution & guest recovery
  - LSU customer-service expectations
  - Seat verification & duplicate ticket resolution
  - Crowd-communication and concourse direction
  - Hospitality or customer-service background required
  - Must hold a valid LSBPSE Guard Card
  - Preferably holds Louisiana Security Supervisor credential
- 1 Security Manager (Full-Time)
    - Minimum Experience**
      - Minimum 2 years providing field-level or restricted-zone security in venues 65,000+
      - Team arrivals and escorting
      - Locker room and tunnel protection
      - Field incursion / field-rush prevention
      - Back-of-house (BOH) security
      - Credential enforcement in highly restricted zones
      - Must hold a valid LSBPSE Guard Card
      - Preferably holds Louisiana Security Supervisor credential
- 1–2 Security Team Leads
- 1 Guest Service Manager (Full-Time)
    - Minimum Experience**
      - Minimum 2 years providing ushers or guest-service staff in large venues over 65,000 capacity
      - ADA seating and elevator operation
      - Customer conflict de-escalation
      - Premium clubs/suites guest support
      - Concert floor seating operations
      - ADA assistance & accessibility protocols
      - Conflict-resolution & guest recovery
      - LSU customer-service expectations
      - Seat verification & duplicate ticket resolution
      - Crowd-communication and concourse direction
      - Hospitality or customer-service background required
- 1-2 Guest Service Team Leads

### **Staffing & Supervisor Ratios**

- 1 supervisor per 20–25 security guards
  - ALL personnel must hold a valid Guard Card
  - All staff must be trained in:
    - Field and sideline protection
    - Credential enforcement
    - Crowd-control & de-escalation

- Field Incursion Prevention
  - Strategies, security measures and/or policies implemented to prevent spectators from unlawfully entering the playing field or court area such as storming or rushing the field.
  - Back of House access and restricted-zone protocols
- 1 Supervisor per 20-25 ushers/guest service staff

**Part A-2: Football & Large-Scale Event Gate Operations - Ticket Taking, Bag Inspection & Magnetometer Operation**

**Required Full-Time Staff**

- General Manager (Full-Time – can be same as A-1 if bidding on both sections)

**Minimum Experience**

- Minimum 3 years providing security and guest services in venues 65,000+
  - Team arrivals and escorting
  - Locker room and tunnel protection
  - Field incursion / field-rush prevention
  - Back-of-house (BOH) security
  - Credential enforcement in highly restricted zones
  - ADA seating and elevator operation
  - Customer conflict de-escalation
  - Premium clubs/suites guest support
  - Concert floor seating operations
  - Training Requirements
  - ADA assistance & accessibility protocols
  - Conflict-resolution & guest recovery
  - LSU customer-service expectations
  - Seat verification & duplicate ticket resolution
  - Crowd-communication and concourse direction
  - Hospitality or customer-service background required
  - Must hold a valid LSBPSE Guard Card
  - Preferably holds Louisiana Security Supervisor credential
- 1 Security Manager (Full-Time)
- Minimum Experience**
- Minimum 2 years providing field-level or restricted-zone security in venues 65,000+
  - Back-of-house (BOH) security
  - Credential enforcement in highly restricted zones
  - Must hold a valid LSBPSE Guard Card
  - Preferably holds Louisiana Security Supervisor credential
  - Proficiency in bag check procedures
  - Provides real-time direction and problem-solving for gate staff during high-volume entry periods
  - Trained and experienced in magnetometer (walk-through) and handheld wand operation, including alarm recognition and resolution
  - Ability to supervise and deploy gate security staff, including bag checkers and screening personnel
- 1–2 Security Team Leads

- 1 Guest Service Manager (Full-Time)

**Minimum Experience**

- Minimum 2 years providing ushers or guest-service staff in large venues over 65,000 capacity
  - Customer conflict de-escalation
  - Monitors and manages queue flow and ingress operations to maintain safety and efficiency
  - Provides real-time direction and problem-solving for gate staff during high-volume entry periods
  - Premium clubs/suites guest support
  - ADA assistance & accessibility protocols
  - Conflict-resolution & guest recovery
  - LSU customer-service expectations
  - Hospitality or customer-service background required
- 1-2 Guest Services Team Leads

**Staffing & Supervisor Ratios**

- 1 supervisor per 20-25 screeners/ticket takers
  - Magnetometer operators must be trained in:
    - Alarm recognition
    - Alarm resolution
    - Divest procedures
    - Clear bag screening
  - Bag checkers and Magnetometer operators must hold a valid LSBPSE Guard Card

**Training Requirements**

- LSU Athletics Clear Bag Policy
- Customer service & complaint resolution
- High-volume gate processing
- ADA awareness
- Queue management & crowd flow

Except for the General Manager, there is no shared management allowed between A-1 & A-2.

**Part B- Security, Guest Services & Gate Operations for All LSU Athletics Venues Outside Tiger Stadium**

**Mandatory Full-Time Staffing Requirements**

Proposers bidding on Part B must demonstrate the following:

- Each event, regardless of venue, must have a dedicated on-site full-time event manager.
- Event Managers must not be shared across venues when events overlap
- Event Managers must hold a valid LSBPSE Guard Card, and at least one event manager should have the LSBPSE Supervisor credential (preferred)
- Event Managers must have demonstrated experience managing security operations for Olympic sports venues or arena events
- Event Managers must demonstrate prior experience overseeing ushers, ticket takers, and guest service personnel in multi-venue, collegiate, or professional sports environments

This ensures LSU Athletics is never left without a dedicated security/guest service professional at any venue, even during crossover events.

**Important Clarification for Proposers:**

If awarded multiple Parts, Proposers cannot use the same full-time event managers toward multiple Parts.

- General Manager (Full-Time – can be same as A-1 and/or A-2 if bidding on multiple parts)
  - Minimum Experience**
    - Minimum 3 years providing security and guest services in venues 15,000+
    - Team arrivals and escorting
    - Locker room and tunnel protection
    - Field/Court incursion / prevention
    - Back-of-house (BOH) security
    - Credential enforcement in highly restricted zones
    - ADA seating and elevator operation
    - Customer conflict de-escalation
    - Premium clubs/suites guest support
    - Concert floor seating operations
    - Training Requirements
    - ADA assistance & accessibility protocols
    - Conflict-resolution & guest recovery
    - LSU customer-service expectations
    - Seat verification & duplicate ticket resolution
    - Crowd-communication and concourse direction
    - Hospitality or customer-service background required
    - Must hold a valid LSBPSE Guard Card
    - Preferably holds Louisiana Security Supervisor credential
  
- 1 Security Manager (Full-Time)
  - Minimum Experience**
    - Minimum 2 years providing security and guest services in venues 15,000+
    - Team arrivals and escorting
    - Locker room and tunnel protection
    - Field/Court incursion / prevention
    - Back-of-house (BOH) security
    - Credential enforcement in highly restricted zones
    - Must hold a valid LSBPSE Guard Card
    - Preferably holds Louisiana Security Supervisor credential
  
- 1–2 Security Team Leads
  
- 1 Guest Service Manager (Full-Time)
  - Minimum Experience**
    - Minimum 2 years providing ushers or guest-service staff in large venues over 65,000 capacity
    - ADA seating and elevator operation
    - Customer conflict de-escalation
    - Premium clubs/suites guest support
    - Concert floor seating operations
    - ADA assistance & accessibility protocols
    - Conflict-resolution & guest recovery
    - LSU customer-service expectations
    - Seat verification & duplicate ticket resolution

- Crowd-communication and concourse direction
- Hospitality or customer-service background required
- 1-2 Guest Service Team Leads

### **Staffing & Supervisor Ratios**

- 1 supervisor per up to 20 screeners/ticket takers
  - Magnetometer operators must be trained in:
    - Alarm recognition
    - Alarm resolution
    - Divest procedures
    - Clear bag screening
  - Bag checkers and Magnetometer operators must hold a valid LSBPSE Guard Card
- 1 supervisor per up to 20 security officers
  - ALL personnel must hold a valid Guard Card
  - All staff must be trained in:
    - Field/Court protection
    - Credential enforcement
    - Crowd-control & de-escalation
    - Field/Court Incursion Prevention
    - Back of House access and restricted-zone protocols
- 1 Supervisor per up to 20 ushers/guest service staff

### **Training Requirements**

- LSU Athletics Clear Bag Policy
- Customer service & complaint resolution
- High-volume gate processing
- ADA awareness
- Queue management & crowd flow

### **\*For informational purposes only:**

**If a Proposer Bids on multiple parts (A-1, A-2, and/or B), they must demonstrate how they will:**

- Meet the full-time staffing requirement for each Part they bid on
- Provide separate supervisory teams for each functional area
- Operate multiple teams simultaneously on event day
- Provide a unified reporting structure to LSU Event Management
- Provide event-specific plans that clearly distinguish each Part's responsibilities

## **6.12 Security Training**

Security personnel training program must meet or exceed all state, federal, and local requirements. Training program shall meet the highest industry standards necessary to ensure safe operations and service delivery excellence.

### Minimum requirements

- Security positions shall be trained onsite at LSU prior to working an event.
- Completion of industry recognized classroom security training and safety programs.

- Appropriate number of hours of training should be documented and verified.
- Annual training shall be provided and include techniques for dealing with the public in a helpful and courteous manner.
- Proposers must provide with submission of proposal an outline of their standard training program that meets the minimum requirements. Outline shall indicate number of hours of each type of training that will be required for all new and veteran security employees.
- Proposers must submit standard security training programming and manuals for all security services employees.
- Specific training through a nationally recognized industry organization, if any, should be provided.

### 6.13 Guest Service Training

Guest Services personnel training program must meet the highest industry standards necessary to ensure safe operations and the highest level of customer service as to deliver an excellent experience.

#### Minimum requirements

- Guest Service Staff shall be trained onsite at LSU prior to working an event.
- Completion of industry recognized classroom customer service training and emergency safety programs.
- Appropriate number of hours of training should be documented and verified.
- Annual training shall be provided and include techniques for dealing with the public in a helpful and courteous manner.
- Proposers must provide with submission of proposal an outline of their standard training program that meets the minimum requirements. Outline shall indicate number of hours of each type of training that will be required for all new and veteran guest services employees.
- Proposers must submit their standard guest service training programming and manuals for all guest service employees.
- Specific training through a nationally recognized industry organization, if any, should also be provided.

### 6.14 Employee Training Manual

Proposer shall provide each security and guest service employee with a training manual that includes all employee information, company forms, LSU policies and procedures, behavior requirements, safety requirements, maintenance requirements, reporting procedures, accident procedures, and guest interaction requirements and protocols.

Proposer shall provide a copy of a training manual used at a previous University or employer in submitted response.

After award, Supplier shall provide LSU Athletics with a copy of the LSU specific employee training manual within 60 (sixty) days of contract signature.

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## SECTION 7: FINANCIAL PROPOSAL

The following financial criteria will be evaluated for each Part:

The maximum number of points awarded for this criterion will be 25. The Proposer that provides the lowest total cost in the Total Proposed Cost (TPC) for all services in each Part will be awarded the full points. For each Part, points for other Proposers shall be pro-rated based on the cost in that Part for each Proposer compared to the lowest cost Proposer. Prices proposed by the Proposers shall be submitted on the cost schedule furnished in Attachment E. Prices proposed shall be firm.

Total proposed cost for each Part will be based on the total sum for each Part for years 1-3.

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

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

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

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

LPC = Lowest proposed total cost of all Proposers

TPC = Total cost of Proposer being evaluated

FPP = Financial Proposal Points

Failure to complete any Part (A-1, A-2, or B) that Proposer is bidding on in its entirety will result in a score of zero for that Part. Prices must be submitted for all 5 years, however, award will be based on prices submitted for years 1-3. Prices for years 4 and 5 are for pricing purposes only.

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

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## SECTION 8: VETERAN AND HUDSON INITIATIVE

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

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the University may require Proposers 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 Proposer 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 Proposers shall be prohibited.

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

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

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

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

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

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

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

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

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

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers 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 Proposer's proposal in order to be considered for Award. Reserved points shall be awarded to the applicable Proposers' evaluation score as follows:

#### Proposer Status and Allotment of Reserved Points

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

- If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer 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 Proposer is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Proposer 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

*In the event of conflict between these terms in section 9 and the RFP, the RFP shall prevail.*

### 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. Suppliers also agree that security breaches, or incidents shall be reported immediately to the University.

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

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

### 9.2 Use of Subcontractors

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

If it becomes necessary for the Supplier to use subcontractors, the University encourages the Supplier to use Louisiana Suppliers, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, 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 Proposer 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. Proposer 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 Proposer 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 supplier/vendor's insurance and shall not contribute with it.

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

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

##### *Verification of Coverage*

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

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

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

### *Special Risks or Circumstances*

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

## **9.6 Subcontractor Insurance**

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

## **9.7 Indemnification and Limitation of Liability**

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

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

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

## **9.8 Compliance with Applicable Law**

Supplier will comply with all federal, State, and local laws appertaining to its business conducted under the Agreement, including the Higher Education Procurement Code (LAC34:XIII.2303); Louisiana Code of Governmental Ethics (La. R.S 42:1101), and will conform to University's business policies and practices.

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

## 9.9 Term

The University intends to enter into an Agreement for a period not to exceed five (5) years. The Agreement will commence on August 1, 2026, or date of award, and will be for an initial term of three (3) years. At the option of LSU and acceptance by the Supplier, the Agreement may be renewed for two (2) additional twelve (12) month period(s).

## 9.10 Payment

### 9.10.1 Electronic Payments

a. Supplier must be able to conduct eProcurement transactions on the Workday platform, Punch-Out Catalog and electronic invoicing (cXML format), and must be able to process Automated Clearing House (ACH) payment transactions or ePayables for payment.

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

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

OR

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

### 9.10.2 Payment Terms

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

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

### 9.10.3 Late Payments

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

### 9.10.4 Invoices

Invoice MUST be delivered to LSU Athletics in electronic format (must be emailed to [lsuabo@lsu.edu](mailto:lsuabo@lsu.edu)) and paper hard copies.

## 9.11 Taxes

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

## 9.12 Assignment

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet, or disposed of without receiving prior written consent from LSU Procurement Services. All Agreements

and stipulations herein contained, and all obligations assumed in the Contract shall be binding upon the heirs, successor, and assigns of the parties thereto.

## **9.13 Audit/Retention of Records**

### **9.13.1 Audit of Persons Submitting Cost or Pricing Data**

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

### **9.13.2 Contract Audit**

The University shall be entitled to audit the books and records of a Supplier or any subcontractor under any negotiated Contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Supplier for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

## **9.14 Content of Contract/Order of Precedence**

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

## **9.15 Contract Changes**

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

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

## **9.16 Governing Law**

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

## **9.17 Termination**

### **9.17.1 Termination of the Contract for Cause**

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

its option, place the Supplier in default and the Contract shall terminate on the date specified in such notice.

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

#### **9.17.2 Termination of the Contract for Convenience**

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

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

#### **9.17.3 Termination for Non-Appropriation of Funds**

The continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first Fiscal Year for which funds are not appropriated.

### **9.18 Anti-Kickback Clause**

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

### **9.19 Substitution of Personnel**

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

### **9.20 Clean Air Act**

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

### **9.21 Energy Policy and Conservation Act**

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

## 9.22 Clean Water Act

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

## 9.23 Anti-Lobbying and Debarment Act

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

## 9.24 Fund Use

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

## 9.25 Warranties

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

Supplier shall indemnify University against any loss or expense arising out of any breach of any specified Warranty. ***(Only applicable to software)***

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

party other than the University. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## 9.26 Accessibility

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)) and will remain committed throughout the term of this Agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, Supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding Supplier's compliance with applicable federal or State disability laws, policies, and regulations, the University will send communications to the Supplier regarding the complaint, and Supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel Agreement/Contract for cause.

## 9.27 Licenses and Permits

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

## 9.28 Severability

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

## 9.29 Code of Ethics

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. Seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Agreement. The Supplier agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

## 9.30 Security

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

## 9.31 Personnel and Background Checks

Supplier shall be required to provide all management and other personnel necessary for performance of its 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.

### **9.32 Parking and Transportation**

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

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

## ATTACHMENT A - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposal (RFP), including attachments/exhibits.

OFFICIAL CONTACT. The University requests that the Proposer 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: (\_\_\_\_\_) \_\_\_\_\_

Proposer 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, Proposer certifies and agrees that:

- The information contained in its response to this RFP is accurate;
- Proposer complies with each of the Mandatory Requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- Proposer 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;
- Proposer 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 Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Proposer 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 Proposer's Authorized Representative:  
(Signature MUST be Hand signed and should be in blue ink)

\_\_\_\_\_  
DATE

## ATTACHMENT B - SAMPLE PARTICIPATION AGREEMENT

### LOUISIANA STATE UNIVERSITY PARTICIPATION AGREEMENT

BETWEEN  
*("Supplier Name")*

AND  
Louisiana State University

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

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

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

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

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

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

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

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

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

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

#### **4. REPORTING.**

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

**5. NOTICES.**

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

With a copy to: "Supplier Name"

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

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

**6. GOVERNING LAW**

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

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

**LOUISIANA STATE UNIVERSITY**

**[NAME OF SUPPLIER]**

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

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

## ATTACHMENT C - 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. Proposer 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. Proposer is not a certified small entrepreneurship but demonstrates its intent to use certified small entrepreneurship(s) in the performance of the contract work resulting from this solicitation.

YES     NO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Proposer made “good faith” efforts to subcontract with certified small businesses.

**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 D - SAMPLE CONTRACT



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

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

#### **TERM**

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

#### **SCOPE OF SERVICES**

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

#### **SUPPLIER OBLIGATIONS**

Supplier Obligations

#### **UNIVERSITY OBLIGATIONS**

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

#### **CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

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

#### **FUND USE**

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

#### **HEADINGS**

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

### **TERMINATION**

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

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

Termination for Convenience: The University may terminate this Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds: The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **OWNERSHIP**

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

### **INDEMNIFICATION**

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

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees, and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses, or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of

Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

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

#### **UNIVERSITY NAME AND LOGO USE**

The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

#### **USE OF UNIVERSITY FACILITIES**

Any property of the University furnished to the Supplier shall, unless otherwise provided herein, or approved by the University, be used only for the performance of this Contract.

The Supplier shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Supplier or which results from the failure on the part of the Supplier to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Supplier. Upon the happening of loss, or destruction of, or damage to property of the University, the Supplier shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Supplier shall surrender to the University all property of the University prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Supplier under this section shall include any of its employees, agents, or Subcontractors.

#### **FACILITY AND CONSTRUCTION OVERSIGHT**

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

## **WAIVER**

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

## **WARRANTIES**

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

***This paragraph may only apply when software is involved.** No Surreptitious Code Warranty. Supplier warrants that Supplier will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support.*

## **TAXES**

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

## **DISCRIMINATION CLAUSE**

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

## **ACCESSIBILITY**

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)), and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/Contract for cause.

## **LICENSES AND PERMITS**

Supplier shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required

to complete this Contract, if applicable.

### **SUBCONTRACTORS**

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

### **INSURANCE**

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

#### **Workers' Compensation**

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

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

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

#### **Automobile Liability**

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

#### **Excess Insurance**

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

#### **Other Insurance Requirements**

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

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

##### **Waiver of Subrogation/Recovery**

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

##### **Primary Coverage and Limits of Insurance**

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

applicable insurance or self-insurance maintained by the University shall be excess of the Supplier/vendor's insurance and shall not contribute with it.

**Subcontractors**

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

**Deductibles and Self-Insured Retentions**

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

**Acceptability of Insurers**

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

**Verification of Coverage**

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

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

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

**Special Risks or Circumstances**

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

**PAYMENT TERMS**

The University shall pay Supplier for services rendered in accordance with the Recovery Services Cost Schedule set forth in Attachment II of this RFP. If pricing is not available on the schedule, then the price shall apply as listed on the proposer's standard cost schedule, which must be submitted with the proposal. The Supplier may invoice the fixed cost outlined in Attachment II to the University quarterly (for one-fourth of the annual contract cost). The Supplier may invoice the University monthly for labor, equipment, and materials charges associated with a loss. These invoices are subject to a review and audit by the University's designated property adjuster before payment. Payments will be made by University check or electronic funds transfer within approximately sixty (60) days after receipt of a properly executed invoice, and approval by University. Invoices submitted without supporting documentation will not be approved for payment until the supporting information is provided.

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

### **SUBSTITUTION OF PERSONNEL**

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

### **NOTICES**

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

#### **If to LSU:**

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

#### **With copy to:**

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

### **ASSIGNMENT**

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

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

### **CODE OF ETHICS**

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of

Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Supplier agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

### **CONFIDENTIALITY**

All financial, statistical, personal, technical, and other data and information relating to the University's operations which are designated confidential by the University and made available to the Supplier in order to carry out this Contract, shall be protected by the Supplier from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Supplier. If the methods and procedures employed by the Supplier for the protection of the Supplier's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Supplier shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Supplier's possession, is independently developed by the Supplier outside the scope of the Contract, or is rightfully obtained from third parties.

### **INFORMATION SECURITY**

Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

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

### **CONTRACT CHANGES**

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

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

### **CONTRACT CONTROVERSIES**

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

**RIGHT TO AUDIT**

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

**SECURITY**

Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security

**ANTI-KICKBACK CLAUSE**

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

**CLEAN AIR ACT**

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

**ENERGY POLICY AND CONSERVATION ACT**

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

**CLEAN WATER ACT**

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

**ANTI-LOBBYING AND DEBARMENT ACT**

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

**GOVERNING LAW**

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

**SEVERABILITY**

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

**COMMENCEMENT OF WORK**

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

**COMPLETE CONTRACT**

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

**ORDER OF PRECEDENCE**

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

THUS DONE AND SIGNED by LSU in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

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

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

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

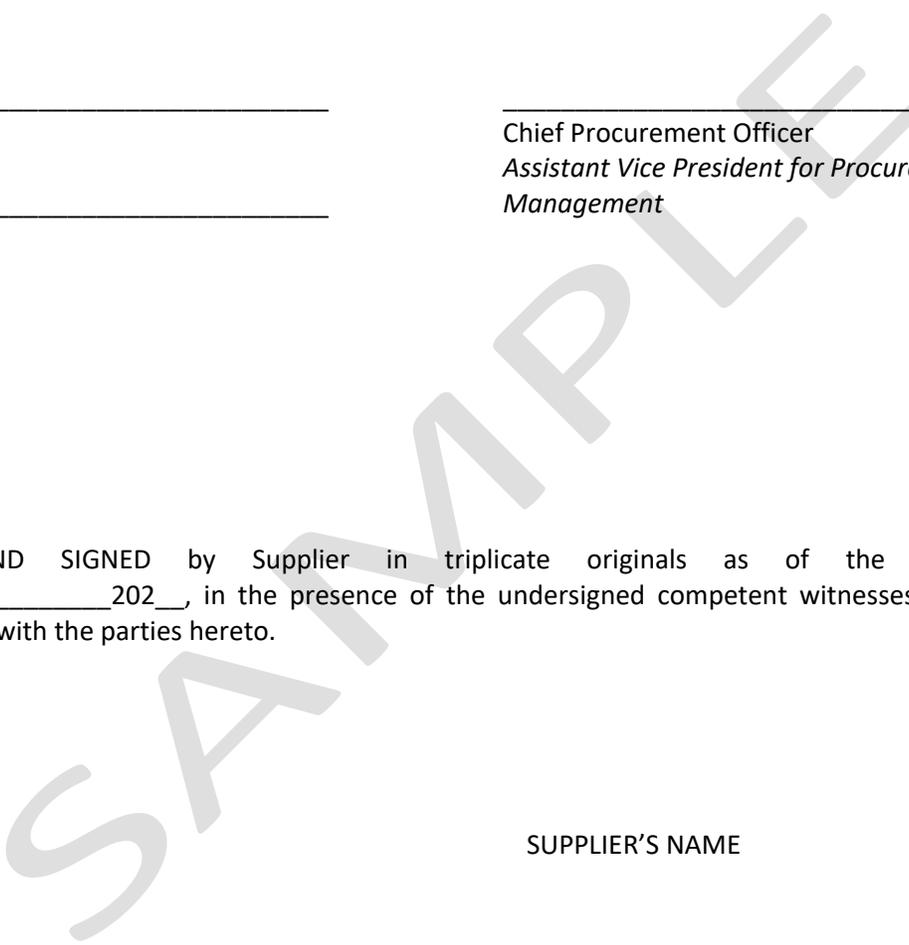
THUS DONE AND SIGNED by Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to  
SUPPLIER'S NAME

SUPPLIER'S NAME

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

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



**ATTACHMENT E - FINANCIAL PROPOSAL - LSU ATHLETICS- EVENT SECURITY & SERVICES**

	Estimated Hours	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
		Cost per Hour	Est. Total								
<b>PART A-1: Football &amp; Large-Scale Event Field-Level, Back of House, and Restricted Zone Access and Security/Guest Service Positions.</b>											
Security Services Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Security Supervisor	1,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Guard	22,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guest Services Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Guest Services Supervisor	2,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Usher/Guest Services/Elevator Operator	33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PART A-1 TOTAL:</b>			\$ -		\$ -		\$ -		\$ -		\$ -
<b>PART A-2: Football &amp; Large-Scale Event Gate Operations - Tiger Stadium</b>											
Security Services Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Security Supervisor	2,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bag Checker	11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Magnetometer Operator	11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guest Services Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Ticket Taker	11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PART A-2 TOTAL:</b>			\$ -		\$ -		\$ -		\$ -		\$ -
<b>PART B: Security, Guest Services &amp; Gate Operations for All LSU Athletics Venues Outside Tiger Stadium.</b>											
Security Services Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Security Supervisors	21,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bag Checker	84,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Guard	140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Magnetometer Operator	84,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guest Services Costs			\$ -		\$ -		\$ -		\$ -		\$ -
Guest Services Supervisor	14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ticket Taker	70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Usher/Guest Services/Elevator Operator	140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PART B TOTAL:</b>			\$ -		\$ -		\$ -		\$ -		\$ -

Prices must be submitted for all 5 years. Award will be based on prices submitted for years 1-3. Prices for years 4 and 5 are for pricing purposes.