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| <b>INVITATION TO BID</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <b>LSU</b> | <b>BID DUE DATE AND TIME</b>                                                                                                                                                       |  |
| BOARD OF SUPERVISORS OF<br>LOUISIANA STATE UNIVERSITY<br>AND AGRICULTURAL & MECHANICAL COLLEGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |            | <b>08/18/2026      11:00 AM      CT</b>                                                                                                                                            |  |
| <b>SOLICITATION RFQ-0000002878</b><br><b>SUPPLIER #</b><br><b>SUPPLIER NAME AND ADDRESS</b><br><div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |            | <b>RETURN BID TO</b><br><br>lsubids@lsu.edu<br><br><b>Buyer</b> Jene Troxclair Ledet<br><b>Buyer Phone</b><br><b>Buyer Email</b> jeneledet@lsu.edu<br><b>Issue Date</b> 07/28/2026 |  |
| TITLE: Fully Insured LSU First Retiree Medicare Advantage Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |            |                                                                                                                                                                                    |  |
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| <p style="text-align: center;"><b>To Be Completed By Supplier</b></p> <ol style="list-style-type: none"> <li>_____ "No Bid" (sign and return this page only).</li> <li>_____ My Company does not wish to receive future solicitations for this spend category.</li> <li>Specify your Delivery: To be made within _____ days after receipt of order.</li> <li>If applicable, Supplier's Addendum Acknowledgement/Response:<br/>           As an authorized agent/signatory of the supplier, I/we acknowledge receipt of this Addendum, and<br/>           _____ submit no alterations/clarifications to our original bid.<br/>           _____ submit superseding revisions/clarifications to our original bid as written herein or attached hereto.         </li> </ol> <p style="text-align: center;"><b>General Instructions to Suppliers</b></p> <ol style="list-style-type: none"> <li>Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by LSU Procurement at the "Return Bid To" address stated above, until the specified due date and time.</li> <li>Read the entire solicitation, including all terms, conditions and specifications.</li> <li>All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit price are to be initialed by the supplier.</li> <li>Bid prices are to be quoted FOB LSU/Destination and inclusive of any and all applicable shipping and handling charges unless otherwise specified in the solicitation. Any invoiced delivery charges not quoted and itemized on the LSU purchase order are subject to rejection and non-payment.</li> <li>Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.</li> <li>By signing this solicitation, the supplier certifies compliance with all general instructions to suppliers, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.</li> </ol> |  |            |                                                                                                                                                                                    |  |
| <b>SUPPLIER NAME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |            | <b>MAILING ADDRESS</b>                                                                                                                                                             |  |
| <b>AUTHORIZED SIGNATURE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |            | <b>CITY, STATE ZIP</b>                                                                                                                                                             |  |
| <b>PRINTED NAME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |            | <b>PHONE #</b>                                                                                                                                                                     |  |
| <b>TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |            | <b>FAX #</b>                                                                                                                                                                       |  |
| <b>E-MAIL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |            | <b>FEDERAL TAX ID #</b>                                                                                                                                                            |  |

| SPECIAL TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | INVITATION TO BID   | Page 2               |
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| SOLICITATION RFQ-0000002878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DUE DATE 08/18/2026 | DUE TIME 11:00:00 AM |
| <p><b>1. Bid Submission Information</b></p> <p>All bids must be submitted electronically to LSU Procurement Services. Bids must be received at the "Return Bid To" email address no later than the due date and time specified herein. Bids must be emailed to <a href="mailto:lsubids@lsu.edu">lsubids@lsu.edu</a> (<i>This email address should be used for bid submissions only</i>). Any bids sent directly to the Buyer of record <b>will not</b> be forwarded to the "Return Bid To" email.</p> <p>When submitting electronically, the RFQ number and solicitation title should be listed in the subject line of the email. An original and redacted copy (if applicable) must be submitted electronically. Hard copies of bids will not be accepted; therefore, they will not be evaluated.</p> <p>It is the responsibility of the Supplier to ensure the bid is received by LSU Procurement by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Return Bid To" email address by the indicated due date and time.</p> <p>The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by LSU. 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. Late bids will not be accepted per LAC 34:XIII.515.B.</p> <p><b>2. Bid Opening Information</b></p> <p>Bid openings are held electronically. There are no in-person bid openings. To electronically attend the bid opening, use the below link to register in advance:</p> <p><a href="https://lsu.zoom.us/meeting/register/QLfFBZmRqio9DF9ESf0QA">https://lsu.zoom.us/meeting/register/QLfFBZmRqio9DF9ESf0QA</a></p> <p>After registering, a confirmation email will be provided containing information about joining the bid opening.</p> <p>No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process.</p> <p>If an unforeseen circumstance beyond LSU's control prevents bid opening, the Bid will open at the next scheduled bid opening date.</p> <p><b>3. Supplier Inquiries</b></p> <p>Written inquiries must be received no later than 4:30 pm CST on 8/7/26. Written inquiries shall be sent to Jené Ledet via email at <a href="mailto:jeneledet@lsu.edu">jeneledet@lsu.edu</a>.</p> |                     |                      |

| STANDARD TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | INVITATION TO BID   | Page 3               |
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| SOLICITATION RFQ-0000002878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DUE DATE 08/18/2026 | DUE TIME 11:00:00 AM |
| <p>These standard terms and conditions shall apply to all LSU solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Suppliers or Standard Terms &amp; Conditions and the Special Terms &amp; Conditions, the Special Terms &amp; Conditions shall govern.</p> <p>Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the University Procurement Code (LAC 34:XIII. Chapters 3-25) and the terms, conditions, and specifications stated in this solicitation.</p>                                                                                                                                                                                                                                                                                                                                                                            |                     |                      |
| <p><b>1. Supplier Enrollment</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                      |
| <p>Suppliers providing a bid/quote in response to a LSU solicitation must be setup in the University's new procurement system (Workday) for bid tabbing and award of a purchase order. Suppliers should complete the online supplier registration form prior to submitting a bid response and/or the bid due date and time to ensure bid tabbing can be done timely after the bid deadline. This website is used in place of a paper form and must be accompanied with an IRS Request for Taxpayer Identification Number and Certification form (W-9 or W-8 if foreign) to collect the required business and tax information that support the University's reporting and compliance requirements. To inquire if you or your company is setup or for questions regarding setup, email <a href="mailto:suppliers@lsu.edu">suppliers@lsu.edu</a>. The supplier enrollment form can be located at: <a href="http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php">http://www.lsu.edu/administration/ofa/procurement/supplier_registration.php</a></p> |                     |                      |
| <p><b>2. Bid Delivery and Receipt</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                      |
| <p>Bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose.</p> <p>Supplier are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Suppliers may deliver bids by hand or by a courier service to the Procurement Office. The University shall not be responsible for any delays caused by the supplier's chosen means of bid delivery. Supplier 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.</p>                          |                     |                      |
| <p><b>3. Bid Forms</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |                      |
| <p>Bids are to be submitted on the LSU solicitation forms provided, and must be signed by an authorized agent of the supplier in accordance with LAC 34:XIII.517. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the supplier's intent to be bound will not be accepted. Bid submissions should not be spiral bound.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                      |
| <p><b>4. Interpretation of Solicitation/Supplier Inquiries</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                      |
| <p>If supplier is in doubt as to the meaning of any part or requirement of this solicitation, supplier may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids, and shall be clearly crossreferenced to the relevant solicitation/specification in question.</p> <p>No decisions or actions shall be executed by any supplier as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all suppliers known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by supplier.</p>                                                                                                                                                                 |                     |                      |
| <p><b>5. Bid Addenda</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |                      |
| <p>Bid Addendum is to be signed and returned with your bid. If you have already submitted your bid, and this Addendum creates a need to revise/clarify your original response in any way, you are required to submit such in writing. To be considered, your addendum response must be submitted to and received by LSU Procurement at the "Return Bid To" address stated above. Submittals for price alterations and addenda to bids must be clearly marked with the solicitation number and the bid due date/ time and returned via fax, email, courier service, hand delivery, or USPS mail. Bid revisions received after bid opening cannot be considered, whereupon the supplier must either honor or withdraw its original bid.</p>                                                                                                                                                                                                                                                                                                                                |                     |                      |
| <p><b>6. Bid Opening</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |                      |
| <p>Suppliers may attend the public bid opening of sealed bids. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                      |
| <p><b>7. Special Accommodations</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |                      |
| <p>Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Procurement Office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                      |

| STANDARD TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| SOLICITATION RFQ-0000002878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| <p><b>8. Standards of Quality</b><br/>Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Supplier must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.</p> <p><b>9. New Products/Warranty/Patents</b><br/>All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.<br/>The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the supplier and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.<br/>Supplier guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.</p> <p><b>10. Descriptive Information</b><br/>Suppliers proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc) sufficient for LSU to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by supplier to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, supplier must state in what respect items deviate. Supplier's failure to note exceptions in its bid will not relieve the supplier from supplying the actual products requested.</p> <p><b>11. Bids/Prices/F.O.B. Point</b></p> <ul style="list-style-type: none"> <li>• The bid price for each item is to be quoted on a "net" basis and F.O.B. LSU Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.</li> <li>• Bids other than F.O.B. LSU Destination may be rejected.</li> <li>• Bids indicating estimated freight charges may be rejected.</li> <li>• Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.</li> <li>• Suppliers who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item or grouped basis.</li> <li>• Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.</li> <li>• Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.</li> <li>• In the event of extension errors, the unit price bid shall prevail.</li> </ul> <p><b>12. Taxes</b><br/>Supplier is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.</p> <p><b>13. Terms and Conditions</b><br/>This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, supplier agrees that contrary terms and conditions which may be included in its bid are nullified.</p> <p><b>14. Supplier Forms/LSU Signature Authority</b><br/>The terms and conditions of the LSU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any supplier contract, form, etc.<br/>The University's chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any supplier contracts, forms, etc, on behalf of LSU. Departments are expressly prohibited from signing any supplier forms. Any such supplier contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom. Suppliers who present any such forms to department users for signature without regard to this strict LSU policy may face contract cancellation, suspension, and/or debarment.</p> <p><b>15. Awards</b><br/>Award will be made to the lowest responsible and responsive supplier. LSU reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.<br/>All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.</p> |                     |                      |

| STANDARD TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| SOLICITATION RFQ-0000002878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| <p><b>16. Acceptance of Bid</b><br/>Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a supplier for goods delivered or services rendered without an official purchase order/contract or award letter. Bid tabulations may be requested after acceptance of bid.</p> <p><b>17. Applicable Law</b><br/>All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.</p> <p><b>18. Awarded Products/Unauthorized Substitutions</b><br/>Only those awarded brands and numbers stated in the LSU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Procurement Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at supplier's expense, and non-payment.</p> <p><b>19. Testing/Rejected Goods</b><br/>Supplier warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. LSU reserves the right to test products for conformance to specifications both prior to and after any award. Supplier shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at supplier's risk and expense, and subject to supplier's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the supplier freight collect.</p> <p><b>20. Delivery</b><br/>Supplier is responsible for making timely delivery in accordance with its quoted delivery terms. Supplier shall promptly notify the LSU Department and/or Procurement Office of any unforeseen delays beyond its control. In such cases, LSU reserves the right to cancel the order and to make alternative arrangements to meet its needs.</p> <p><b>21. Default of Supplier</b><br/>Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the supplier to be in default, LSU reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.</p> <p><b>22. Supplier Invoices</b><br/>Invoices shall reference the LSU purchase order number, supplier's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, and submitted on the supplier's own invoice form. Invoices submitted by the supplier's third party supplier are not acceptable.</p> <p><b>23. Delinquent Payment Penalties</b><br/>Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.</p> <p><b>24. Assignment of Contract/Contract Proceeds</b><br/>Supplier shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.</p> <p><b>25. Right to Piggyback</b><br/>Where this solicitation may name one department as the primary contract user, LSU reserves the right to authorize additional departments/campuses to use the contract as their needs arise; and Vendor shall honor all such purchase orders.</p> <p><b>26. Contract Cancellation</b><br/>LSU has the right to cancel any contract for cause, in accordance with procurement rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the supplier; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LSU has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the supplier. In such cases, the supplier shall be entitled to payment for compliant deliverables in progress.</p> <p><b>27. Prohibited Contractual Arrangements</b><br/>Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.</p> |                     |                      |

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| STANDARD TERMS & CONDITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | INVITATION TO BID   | Page 6               |
| SOLICITATION RFQ-0000002878                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DUE DATE 08/18/2026 | DUE TIME 11:00:00 AM |
| <p><b>28. Equal Employment Opportunity Compliance</b><br/> By submitting and signing this bid, supplier agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal 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 Act of 1975; the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by supplier, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.</p> <p><b>29. Mutual Indemnification</b><br/> Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.</p> <p><b>30. Certification of No Suspension or Debarment</b><br/> By signing and submitting this bid, supplier certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at <a href="http://www.sam.gov">www.sam.gov</a>.</p> <p><b>31. Right to Audit</b><br/> The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract 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 prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603.</p> <p><b>32. Data Privacy</b><br/> By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the <a href="#">LSU Privacy Statement</a>.</p> |                     |                      |

## **Specifications for Solicitation RFQ-0000002878**

### **Purpose:**

The purpose of this Invitation to Bid (ITB) is to solicit bids from qualified insurance carriers to provide high-quality, cost-effective Medicare coverage solutions for Medicare-eligible retirees and Medicare-eligible dependents of the LSU System and eligible employers.

LSU is soliciting bids for the following fully insured plan options:

- Option 1: A national Medicare Advantage Prescription Drug (MAPD) passive PPO plan with the same benefits for services rendered both in-network and out-of-network; and/or
- Option 2: A fully insured Medicare Advantage (MA) medical plan offered in conjunction with a fully insured standalone Prescription Drug Plan (PDP). The MA and PDP must be offered by the same supplier.

Bidders may bid on either option or both options.

The plan designs, copays, and member experience should closely mirror the current LSU First Retiree Medicare Plan Current Benefit Design (See Exhibit 1), while remaining compliant with all applicable Centers for Medicare & Medicaid Services (CMS) requirements and guidelines.

### **Method of Award:**

Award shall be made to the lowest responsive and responsible bidder for either Option 1 or Option 2 for Plan Year 2027. Total cost shall be calculated using the per member per month (PMPM) premium times the member count of 4,078 times 12. LSU reserves the right to select either option. Bidders are advised to submit their best pricing. No opportunity to revise pricing or submit a Best and Final Offer will be provided.

### **Contract Term:**

Initial term of one (1) year with the option to renew for two (2) additional one-year periods. The contract will commence on January 1, 2027.

### **Background:**

The Louisiana State University System is a comprehensive public higher education system serving students, faculty, staff, retirees, and communities throughout Louisiana. The LSU System includes flagship academic institutions, regional campuses, health sciences centers, healthcare facilities, and specialized educational and research entities dedicated to advancing education, research, healthcare, and public service. As one of Louisiana's largest public employers, the LSU System maintains a diverse workforce spanning academic, clinical, research, public safety, skilled trades, and administrative functions. LSU is committed to providing competitive, sustainable, and high-quality benefits programs that support the health, financial security, and overall well-being of employees and retirees, including comprehensive healthcare coverage and Medicare Advantage options for Medicare-eligible participants and dependents.

## **Goals and Objectives:**

The objective of the Louisiana State University (LSU) System is to secure the services of a qualified Supplier to provide administration and insurance services for the LSU First Retiree health plan in alignment with the benefits, coverage provisions, and program objectives established under the LSU First Plan.

LSU seeks a Supplier capable of delivering a high-quality, cost-effective Medicare Advantage solution that maintains continuity of care and minimizes disruption for enrolled retirees and covered dependents. The selected Supplier must provide competitive premium rates while preserving benefit value, network access, and member satisfaction.

LSU expects the Supplier to deliver exceptional customer service through responsive member support, timely issue resolution, clear communications, and effective advocacy for plan participants. The Supplier must also serve as a strategic partner to LSU and any participating vendors or partner suppliers by providing timely consultation, data analysis, reporting, and recommendations that support informed decision-making and long-term program sustainability.

Additionally, LSU seeks a Supplier committed to collaboration and continuous improvement in developing and administering a high-value retiree healthcare program that balances affordability, quality, compliance, and member experience while supporting LSU's broader commitment to retiree health and well-being.

**Data:****LSU First Retiree Medicare Plan Enrollment**

| <b>Enrollment Type</b> | <b>2026</b> | <b>2025</b> | <b>2024</b> |
|------------------------|-------------|-------------|-------------|
| Retiree                | 2,919       | 2,773       | 2,631       |
| Spouse/Dependent       | 1,159       | 1,110       | 1,050       |
| Total                  | 4,078       | 3,883       | 3,681       |

Upon written request via email to jeneledet@lsu.edu, LSU will make the following data available:

- Net Pd Medical & Pharmacy Claims
- Detailed Pharmacy Claims
- Provider Utilization 2025
- CMS Rev PMPM & Risk Scores

The data provided is intended solely for the purpose of evaluating and preparing a response to this ITB and may not be used for any other purpose.

**LSU First Retiree Plan Eligibility Provisions:**

The Supplier shall provide a group fully insured Medicare Advantage plan certified by the Centers for Medicare & Medicaid Services (CMS) with a coverage effective date of January 1, 2027. All retirees, retiree spouses, surviving spouses, disabled dependents, and other Medicare-primary members who have Medicare Parts A & B primary and are currently enrolled in the self-insured LSU First plan, and who do not have covered dependents who are not Medicare-primary, will be required either to enroll in the LSU First Retiree Medicare Plan, move to a plan offered by the Office of Group Benefits, or disenroll from all state-sponsored coverage. Retirees and other eligible members who cancel state-sponsored coverage will not be permitted future participation in state health plans except under limited exceptions. Only those Medicare-primary members of LSU First who have covered family members without Medicare A&B primary will be allowed to remain enrolled in self-insured LSU First. The LSU First Retiree Plan will continue to receive new membership as Medicare-eligible employees retire and as retirees and retiree spouses become Medicare-eligible; the LSU First Retiree Plan will not be a closed class. The Supplier must cover eligible retirees and retiree dependents as noted above, regardless of whether the member has attained age 65. Currently the plan has 23 members that are pre-65.

The eligibility provisions of the LSU First Retiree Plan are such that retirees of the Louisiana Legislative Branch, comprised of but not limited to, the House of Representatives, the Senate, the Office of the Legislative Auditor, the Legislative Fiscal Office, and the Louisiana Budgetary Control Council (“Participating Successor Agencies”) are permitted to enroll in the LSU First Retiree Plan. In addition, covered employees who change employment from LSU or one of these Participating Agencies to another OGB-eligible employer (“Successor Employer”) are permitted to retain LSU First Plan coverage, provided the Successor Employer agreed to similar provisions related to LSU First as entered into between LSU and the Participating Agencies. Retirees moving from the LSU First Health Plan and OGB Health Plan have creditable coverage per requirements of the Medicare Modernization Act and members will be certified by LSU upon moving to the LSU First Retiree Medicare Plan. A full list of participating agencies is provided in Exhibit 2: Participating Agencies of the LSU First Health Plan.

## Requirements:

1. Supplier must have five (5) continuous years of experience providing and implementing Medicare Advantage plans with a group size of three thousand (3,000) or more covered lives.
2. Supplier must be authorized to transact business in the State of Louisiana.
3. Supplier must be Approved by the Center for Medicare and Medicaid Services (CMS) to offer one or more Medicare Advantage Plans in the State of Louisiana and must be licensed by the Department of Insurance in accordance and compliance with La. R.S. 22:1651.
4. The Supplier shall provide a national passive PPO Medicare Advantage network available in all fifty (50) states and U.S. territories. The plan shall not restrict members to a proprietary provider network. Members must have access to any hospital, physician, laboratory, or other provider that participates in Medicare and is willing to accept the plan and submit claims on the member's behalf. Bids that limit access to a proprietary network or otherwise restrict members from utilizing Medicare-participating providers nationwide shall be deemed non-responsive and rejected.
5. The Supplier must have an overall rating of four (4) stars or higher as determined by the Centers for Medicare & Medicaid Services (CMS) Star Ratings Program. Bidders must provide documentation of their current CMS Star Rating and disclose any pending sanctions, corrective action plans, or compliance issues that could impact plan performance or future ratings.
6. The Supplier must provide a plan design equal to or better than the current plan design as shown in Exhibit 1: LSU First Retiree Medicare Plan Current Benefit Design and have the flexibility to alter plan design each plan year to meet the needs of its covered population and the changing landscape of healthcare. The Supplier may offer supplemental benefits and/or enhanced benefits as long as your bid would not otherwise have a lower cost to LSU and its membership. The plan shall comply with all CMS requirements, and any benefits not delineated in the plan design must be covered at least at the minimum requirement set by CMS.
7. Supplier must co-brand this product with LSU.
8. Supplier must assign a dedicated implementation team to manage the implementation process and the transition of services from the incumbent Supplier United Healthcare.
9. Supplier must work with LSU and incumbent Supplier to transfer competencies and operational expertise essential to administering LSU's benefits program with minimal interruption to Plan Participants.
10. Supplier must submit a comprehensive implementation and transition plan, including key milestones, staffing assignments, communication strategy, escalation procedures, and risk mitigation processes.
11. Supplier shall be responsible for mailing identification cards ("ID Cards") to the homes of Plan Participants within ten (10) calendar days of receipt of the eligibility for the 2027 plan year and to newly enrolled participants each plan year. Supplier shall be responsible for cost of reproducing ID Cards and priority mail shipping in the event of Supplier errors and/or initiated changes.
12. Supplier will provide knowledgeable staff to attend state-wide annual (approximately 10-15) and special enrollment meetings that may be held virtual or in person at LSU System campuses and hospital at no cost to LSU.
13. Supplier shall provide open enrollment ADA compliant materials such as videos, and flyers for open enrollment meetings at no cost to LSU.
14. Supplier must provide multiple access points to accept eligibility updates and changes. If Supplier requires file mapping and/or subsequent updates, this service shall be provided by Supplier at no additional cost to LSU.
15. Supplier must meet with the LSU staff onsite, or via teleconference bi-annually to review and evaluate Plan performance.
16. Supplier must maintain identical eligibility requirements and continued coverage provisions as LSU. LSU shall determine eligibility of Plan Participants.

17. Supplier must notify the applicable state authority and escheat any unclaimed property upon the expiration of the statutory time period for escheatment.
18. Supplier must provide Physician and Hospital Provider Network to LSU Plan Participants, including but not limited to inpatient and outpatient hospital services (including hospital based ancillary services), ambulatory surgical services (including ASC based ancillary services), physician services, mental/behavioral health, substance abuse services, prescription drugs, utilization management and medical management, and disease management.
19. Supplier must provide an overview of the benefits that will be provided under this contract that are in addition to those outlined in Exhibit 1.
20. Supplier must include either an equivalent formulary to the current plan design or the Supplier's best available formulary offering, including the identification of any applicable enhanced coverage options such as "bonus drugs." Bids shall clearly outline any differences in formulary structure, tiering, utilization management, and member cost share impacts, as well as any anticipated disruption to current member drug coverage. Suppliers must also describe how bonus drug offerings are determined, administered, and maintained, and the financial or CMS considerations associated with such enhancements.
21. Supplier shall provide at least 45 days advance written notification to LSU and its participants of any change in provider networks that will affect a 1% or greater change in the number of providers in the network or a disruption that would impact 3% or greater of participants.
22. Supplier shall provide a network of primary, specialty, and ancillary care providers within CMS network adequacy within sixty (60) miles of participant's address.
23. Supplier shall provide 21-day disenrollment notices to Plan Participants as required by CMS.
24. Supplier shall consult with LSU with regard to benefits provided under the Plan. No changes to plan design shall be made during the term without the written consent of LSU.
25. Supplier shall staff and maintain a dedicated toll-free customer service unit and phone line to assist plan participants and their authorized representatives with questions on claims, benefits, and networks in compliance with PPACA Section 1557 and any other applicable laws. The customer service unit must include telephone technology for the hearing impaired and multi-lingual support. The customer service unit must be located within the United States and be available for annual and any special enrollment periods.
26. Supplier shall appoint a dedicated account manager and eligibility specialist to the LSU account.
27. Supplier shall design, update, print, and/or mail all plan participant communication materials (i.e., provider directories, summary plan documents, Plan Participant education materials, annual notices of change, etc.), advertisements and marketing materials. All such materials shall be subject to LSU's approval prior to distribution and shall be in compliance with all applicable laws, including but not limited to PPACA Section 1557. The cost of preparation and distribution of any and all Plan Participant communications or promotional materials must be included in the quoted premium.
28. Supplier shall facilitate the management of the health care services provided to LSU's Plan Participants under the Plan, including but not limited to authorization services, discharge planning, verification of provided services, utilization management, and quality assurance.
29. Supplier shall maintain a website for Plan Participant access to their claims information, benefits, order replacement ID cards, provider directories, self-care information, drug formulary lookup, and other program information necessary to manage their health care needs, in compliance with all applicable laws, including but not limited to PPACA Section 1557.
30. Supplier shall provide 24/7 access to online portals for Plan Participants and LSU plan administration for activities such as claim submission, account monitoring, reporting, communications requested and approved by LSU, etc., in compliance with PPACA Section 1557 and any other applicable laws. This portal must include adequate encryption to guarantee protection of the Plan Participant's privacy and confidential data (e.g., PHI, personal data, and banking information, as applicable). All outages in excess of one (1) hour must be reported to the LSU Plan Administration.

31. Supplier shall provide comprehensive pharmacy benefit and Prescription Drug Plan (PDP) administration services in compliance with all applicable Centers for Medicare & Medicaid Services (CMS) requirements. Responsibilities shall include formulary management, pharmacy network administration, mail-order and specialty pharmacy services, medication therapy management programs, claims processing, member communications and customer service, appeals and grievance administration, reporting and analytics, rebate and financial transparency, and implementation support. The Supplier shall maintain nationwide pharmacy access, support clinical programs that promote medication adherence and cost-effective utilization, and provide dedicated account management and ongoing coordination with LSU to ensure high-quality service, regulatory compliance, and minimal disruption to Medicare-eligible retirees and dependents.
32. Supplier must offer their most broad retail network for its prescription drug program with both retail and mail order options that maximizes the number of participating pharmacies.
33. Supplier shall maintain a service disruption plan or procedure to continue customer service, portal access, and other business operations when existing service is temporarily unavailable because of scheduled or unforeseen events.
34. Supplier shall provide Medical Claims Administration services in compliance with all applicable laws. Such services shall include, but not be limited to the following:
  - processing claims and remitting timely payment to providers; furnishing to any claimant notices of payment, explanation of benefits, and/or denials for claims; providing review of Plan Participants' appeals and grievances; maintaining medical and carved out pharmacy claims for integrated Medical/Rx out-of-pocket maximum accumulation; and adjudicating and processing all claims with service dates prior to termination date.
35. Supplier shall provide standardized reports and/or data to LSU for the purpose of evaluating Plan Participant demographics, utilization, financial experience, and other aspects of Supplier performance. The Supplier shall also provide monthly and quarterly plan performance reports in a format and layout subject to LSU approval. At a minimum, reporting shall include:
  - a) Full Eligibility Report: Monthly
  - b) Weekly Changes Report: Reports all adds, changes, and terms

Upon Request the following reports must be provided:

- c) Aggregate monthly net paid medical and pharmacy claims with associated membership data for the most recent two (2) calendar years;
- d) Aggregate monthly CMS revenue Per Member Per Month (PMPM) and risk scores for the most recent two (2) calendar years;
- e) Detailed pharmacy claims data for the most recent two (2) calendar years; and
- f) Provider utilization and disruption reporting for the most recent one (1) calendar year, provided upon request.

LSU reserves the right to request additional data elements, reporting frequency, and ad hoc analyses as needed to support plan oversight, financial monitoring, and vendor performance evaluation at no cost to LSU.

36. Supplier shall prepare and distribute, at a minimum, the following required membership materials to each new Plan Participant within thirty (30) days of receipt of confirmation from LSU as to the validity of the enrollment application at no cost to LSU:
  - a. A member handbook, which includes information on all covered services, including, but not limited to: benefits, limitations, exclusions, copayments, coinsurances and deductibles, policies and procedures for utilizing clinical and administrative services, conditions under which an individual's membership may be terminated, procedures for registering complaints or filing

grievances against the Supplier or any providers participating in a contractual agreement with the Supplier.

- b. Directions to access an online directory of providers, which includes all physicians, hospitals, and specialty facilities. Hard copies of provider directories and certificates of coverage must be available upon request.
  - c. Identification card(s) to each Plan Participant for individual coverage or two cards for all other classes of coverage. Additional cards for family members or replacement cards shall be provided upon request and at no additional charge to LSU or the Plan Participant.
  - d. Summary of Benefits and Coverage and Uniform Glossary, as required by the federal Patient Protection Affordable Care Act (PPACA) and/or applicable state law and/or rules and regulations promulgated pursuant thereto, and including PPACA Section 1557. Provide printed SBC documents to LSU for distribution to eligible but not enrolled employees/retirees.
  - e. Provide all required federal and state plan notices to plan members.
37. Supplier shall provide measurable performance guarantees with associated financial penalties for failure to meet agreed-upon service standards. Supplier shall be required to provide detailed reporting and documentation supporting summary performance metrics within 90 days of end of each plan year. Note performance guarantees may be subject to verification by audit.
38. The Supplier must provide LSU with a complete renewal package no later than one hundred eighty-five (185) calendar days prior to the beginning of each Plan Year (January 1). The renewal package shall include, at a minimum, the proposed premium rates, a detailed explanation of any premium increase or decrease, all assumptions and supporting documentation used in the rate development, and a description of any proposed changes to benefits, coverage, formularies, provider or pharmacy networks, cost-sharing, CMS Star Ratings, or other material plan provisions.
39. The Supplier is expected to enter into a contract which is substantially the same as the Sample Contract attached (See Exhibit 5).

### **Invoicing Requirements:**

The Supplier must provide flexibility, accuracy, and diligence in premium billing, invoicing, and reconciliation processes to support the administrative structure of the LSU First Retiree Medicare Plan. Premium payments may originate from multiple LSU campuses, payroll systems, and participating successor agencies; therefore, the Supplier must maintain billing capabilities that accommodate multiple remittance sources and varying payment processes.

The Supplier shall prepare and distribute detailed monthly invoices reflecting the total premium amount due by plan member. Invoice files must include an itemized listing of each covered member and clearly identify covered dependents in a manner that directly associates each dependent with the corresponding LSU retiree subscriber. Invoice reporting must provide sufficient detail to support eligibility verification, premium validation, and audit requirements.

The Supplier shall be responsible for reconciling all monthly premium remittances against Supplier-issued invoices and identifying any discrepancies, exceptions, enrollment inconsistencies, payment variances, or other reconciliation issues. The Supplier must timely notify the appropriate LSU campus, participating employer, or successor agency of discrepancies requiring resolution and work collaboratively toward correction.

LSU and participating employers shall retain responsibility for billing retirees for their applicable premium contributions in accordance with Louisiana Revised Statute § 42:851.

## **Insurance Requirements:**

LSU requires Supplier to procure the minimum limits of insurance coverage set forth below. The insurance must be maintained for the duration of the services performed for or on behalf of LSU, and for the duration of the term. Failure to maintain the required insurance throughout the term shall constitute a material breach of this Agreement and shall entitle LSU 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. 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 Supplier 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 shall be solely responsible and hold harmless LSU for the Injuries of any owners, agents, volunteers, or employees during the Term.

### **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.

### **Cyber Liability Insurance**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises LSU's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of performance of the Services hereunder. The policy shall provide coverage for the duration of the Term and shall have an expiration date no earlier than 30 days after the anticipated termination date of this Agreement. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **Professional Liability (Errors and Omissions) Insurance**

Professional liability (Errors and Omissions) insurance, which covers the professional errors, acts or omissions of the Supplier, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The policy shall provide coverage for the duration of the Term and shall have an expiration date no earlier than 30 days after the anticipated termination date of this Agreement. The policy shall provide an extended reporting period of not less than 24 months with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

### **Excess Insurance**

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

### **Additional Insured Status**

LSU shall be named as an Additional Insured on the Commercial General Liability policy (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 Section 22.1.7 as to *how* LSU should be listed as an Additional Insured.

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

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

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

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

### **Subcontractors**

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

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

Any deductibles or self-insured retentions above \$25,000 is subject to the prior written approval of LSU or reduced prior to the commencement of Services. LSU may require the Supplier to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

LSU shall be listed as Additional Insured and Certificate Holder as follows:

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

Certificates of Insurance shall be furnished to LSU evidencing the insurance required herein including amendatory endorsements. Failure by the Supplier to provide to LSU the required documents prior to commencement of Services or

acceptance by LSU of a non-compliant certificate shall not waive the Supplier's obligation to obtain and maintain the required insurance coverages or to provide the required certificates. LSU reserves the right to require certified copies of all the required 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.

### **Pricing:**

The Bidder shall provide pricing for a fully insured Medicare Advantage Prescription Drug (MAPD) plan and/or Medicare Advantage (MA) plan paired with a Prescription Drug Plan (PDP), which shall be offered as either a coupled (MAPD) arrangement or decoupled (MA + PDP) arrangement. Utilization of medical and pharmacy services shall be assumed on a nationwide basis. The Bidder shall provide a fixed monthly premium, expressed on a Per Member Per Month (PMPM) for Plan year 2027 (January 1, 2027 through December 31, 2027).

All pricing must be fully burdened and inclusive of all administrative costs, care management, implementation, travel, and all other expenses incurred by the Supplier. In addition, premium rates shall include:

- The fixed monthly premium shall include a \$5.00 PMPM administrative fee, which the Supplier shall collect and remit in full to LSU. This administrative fee shall be paid to LSU First Plan Administration to support costs associated with administration of the LSU First Retiree Plan. This administrative fee is a pass-through amount and is not considered Supplier compensation.
- The fixed monthly premium shall include a fixed commission of \$9.50 PMPM.

In addition to Per Member Per Month Premium Pricing, Bidders may (for informational purposes only and not a factor of award):

1. Provide fixed monthly premium (PMPM) rates for Plan Years 2028 and 2029; or
2. Provide a guaranteed rate cap for Plan Years 2028 and 2029. (Guarantee that PMPM premium rates for Plan years 2028 and 2029 will not increase by more than the specified percentage over the prior Plan Year.)

If the Bidder elects to provide a rate guarantee or fixed premium rates for Plan years 2028 and 2029, the bid should clearly outline all assumptions that may affect pricing.

### **Bid Submittals:**

The following items must be submitted with your bid:

1. Price Sheet (Exhibit 4). Failure to complete the Monthly Premium Per Member Per Month (PMPM) for either Option 1 or Option 2 of Section 1 of the attached Price Sheet shall result in disqualification.

2. Performance guarantees that will be offered under this contract.
3. Brief description of your organization and background proving that you have Five (5) continuous years of experience providing and implementing Medicare Advantage plans with a group size of three thousand (3,000) or more covered lives.
4. Provide documentation of current CMS Star Ratings. Bidders must disclose any pending sanctions, corrective action plans, or compliance issues that could impact plan performance or future ratings.
5. Provide an overview of the benefits that will be provided in addition to those outlined in Exhibit 1.
6. Provide a description of your provider network.
7. Provide a description of your pharmacy network.
8. Provide the formulary, specialty formulary, and any enhanced coverage offerings, including "bonus drugs." The bid must include either (a) a formulary equivalent to the current plan design or (b) the Supplier's best available formulary offering.
  - a) Bid shall identify the number of drug exclusions, provide a list of excluded drugs and available therapeutic alternatives, and clearly describe any differences from the current formulary, including formulary structure, tier placement, utilization management requirements, and member cost-sharing obligations.
  - b) Bid shall include an analysis of anticipated member disruption resulting from the submitted formulary, including the impact on currently covered medications.
  - c) Bid must describe how bonus drug offerings are determined, administered, and maintained, including any associated CMS requirements, financial considerations, or limitations.
9. A comprehensive implementation and transition plan, including key milestones, staffing assignments, communication strategy, escalation procedures, and risk mitigation processes.

LSU reserves the right to request clarifications or additional information from Bidders to facilitate evaluation.

#### **Contract Transition Data Requirements:**

Upon contract expiration, non-renewal, or receipt of notice of termination, the Supplier shall provide the following reports and data files to support transaction activities and future procurement or renewal efforts with no restrictions within 90 days of request:

- Top 100 provider report for 1 calendar year.
- Top 100 pharmacy utilization report for 1 calendar year.
- Aggregate monthly net paid medical and pharmacy claims with membership for 2 calendar years, or for the duration of the contract if the contract term is less than 2 calendar years.
- Aggregate monthly CMS revenue PMPM and risk scores for 2 calendar years, or for the duration of the contract if the contract term is less than 2 calendar years.
- Detailed pharmacy claims for 2 calendar years, or for the duration of the contract if the contract term is less than 2 calendar years.
- Provider utilization for disruption for 1 calendar year.

**Supplier Inquiries:**

Written inquiries must be received no later than 4:30 pm CST on 8/7/26. Written inquiries shall be sent to Jené Ledet via email at [jeneledet@lsu.edu](mailto:jeneledet@lsu.edu).

## Exhibit 1: LSU First Retiree Medicare Plan Current Benefit Design

|                                                                                                          |                                         |                                |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------|
| <b>Market: National</b>                                                                                  | <b>Rating Method: Full Replace</b>      |                                |
| <b>Situs State: Louisiana</b>                                                                            | <b>Full Replace Slice: Full Replace</b> |                                |
| <b>Product Type: NPPO</b>                                                                                |                                         |                                |
| <b>No PCP Requirement</b>                                                                                |                                         |                                |
| <b>No Referrals for Specialist</b>                                                                       |                                         |                                |
| <b>Medicare Covered Services</b>                                                                         |                                         |                                |
| <b>Benefit Name</b>                                                                                      | <b>In Network Services</b>              | <b>Out of Network Services</b> |
|                                                                                                          |                                         |                                |
| Annual Medical Deductible                                                                                | None                                    | None                           |
| Annual Medical Out-of-Pocket Maximum                                                                     | \$3,500                                 |                                |
| Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network?                              | Yes                                     | Yes                            |
| Any additional preventive services approved by Medicare during the contract year will be covered at 100% |                                         |                                |
| <b>Physician Services</b>                                                                                |                                         |                                |
| Primary Care Physician Office Visit                                                                      | \$0                                     | \$0                            |
| Specialist Office Visit                                                                                  | \$0                                     | \$0                            |
| Telemedicine                                                                                             | \$0                                     | \$0                            |
| Annual Routine Physical Exam (1 per plan year)                                                           | \$0                                     | \$0                            |
|                                                                                                          |                                         |                                |
| <b>Inpatient Services</b>                                                                                |                                         |                                |
| Inpatient Hospital Stay                                                                                  | \$0 Per Admit                           | \$0 Per Admit                  |
| Skilled Nursing Facility Care- Prior hospital stay requirements waived                                   | Yes                                     | Yes                            |
| Skilled Nursing Facility Care- Benefit Period                                                            | 100 Days                                |                                |
| Skilled Nursing Facility Care                                                                            |                                         |                                |
| Day Range 1                                                                                              | \$0 Per Day (Days 1-20)                 | \$0 Per Day (Days 1-20)        |
| Day Range 2                                                                                              | \$0 Per Day (Days 21-100)               | \$0 Per Day (Days 21-100)      |
| Inpatient Mental Health in a Psychiatric Hospital - Benefit Period                                       | Unlimited                               |                                |
| Inpatient Mental Health Lifetime Maximum                                                                 | Unlimited                               |                                |
| Inpatient Mental Health/Substance Abuse in a Psychiatric Hospital                                        | \$0 Per Admit                           | \$0 Per Admit                  |
|                                                                                                          |                                         |                                |
| <b>Outpatient Services</b>                                                                               |                                         |                                |
| Outpatient Surgery                                                                                       | \$0                                     | \$0                            |
| Outpatient Hospital Services                                                                             | \$0                                     | \$0                            |
| Outpatient Mental Health/Substance Abuse- Individual Visit                                               | \$0                                     | \$0                            |
| Outpatient Mental Health/Substance Abuse-Group Visit                                                     | \$0                                     | \$0                            |
| Partial Hospitalization (Mental Health Day Treatment) per day                                            | \$0                                     | \$0                            |

|                                                                              |      |      |
|------------------------------------------------------------------------------|------|------|
| Comprehensive Outpatient Rehabilitation Facility (CORF)                      | \$0  | \$0  |
| Occupational Therapy                                                         | \$0  | \$0  |
| Physical Therapy and Speech/Language Therapy                                 | \$0  | \$0  |
| Kidney Dialysis                                                              | \$0  | \$0  |
|                                                                              |      |      |
| <b>Medicare-covered Specialist Visits</b>                                    |      |      |
| Chiropractic Visit                                                           | \$0  | \$0  |
| Podiatry Visits                                                              | \$0  | \$0  |
| Eye Exam                                                                     | \$0  | \$0  |
| Eye wear (Frames and Lenses after cataract surgery)                          | \$0  | \$0  |
| Hearing Exam                                                                 | \$0  | \$0  |
| Dental Services                                                              | \$0  | \$0  |
|                                                                              |      |      |
| <b>Ambulance/Emergency Room/Urgent Care</b>                                  |      |      |
| Ambulance Services                                                           | \$0  | \$0  |
| Ambulance Copay Waived if Admitted                                           | No   | No   |
| Emergency Room (includes Worldwide coverage)                                 | \$50 | \$50 |
| Emergency Room Copay Waived if Admitted within 24 hours                      | Yes  | Yes  |
| Urgent Care (Includes Worldwide Coverage)                                    | \$0  | \$0  |
| Urgent Care Copay Waived if Admitted within 24 hours                         | Yes  | Yes  |
|                                                                              |      |      |
| <b>Part B Drugs and Blood</b>                                                |      |      |
| Part B Drugs and Blood                                                       | \$0  | \$0  |
| Part B Chemotherapy Drugs                                                    | \$0  | \$0  |
| Blood (3 pint deductible waived)                                             | \$0  | \$0  |
|                                                                              |      |      |
| <b>Durable Medical Equipment (DME) and Supplies</b>                          |      |      |
| Durable Medical Equipment                                                    | \$0  | \$0  |
| Prosthetics                                                                  | \$0  | \$0  |
| Orthotics                                                                    | \$0  | \$0  |
| Diabetic Shoes and Inserts                                                   | \$0  | \$0  |
| Medical Supplies                                                             | \$0  | \$0  |
| Diabetic Monitoring Supplies                                                 | \$0  | \$0  |
| Insulin Pumps and Supplies                                                   | \$0  | \$0  |
|                                                                              |      |      |
| <b>Home Healthcare Agency &amp; Hospice</b>                                  |      |      |
| Home Health Services                                                         | \$0  | \$0  |
| Hospice (Medicare-covered)                                                   | \$0  | \$0  |
|                                                                              |      |      |
| <b>Procedures</b>                                                            |      |      |
| Clinical Laboratory Services                                                 | \$0  | \$0  |
| Outpatient X-ray Services                                                    | \$0  | \$0  |
| Diagnostic Procedures /Tests (includes non-radiological diagnostic services) | \$0  | \$0  |

|                                                                                                                                                                                  |                                          |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------|
| Diagnostic Radiology Service (MRI, CT Scan, etc.)                                                                                                                                | \$0                                      | \$0          |
| Therapeutic Radiology Service                                                                                                                                                    | \$0                                      | \$0          |
|                                                                                                                                                                                  |                                          |              |
| <b>Wellness/Clinical Programs</b>                                                                                                                                                |                                          |              |
| Fitness Program/Gym Membership                                                                                                                                                   | Included                                 | Not Included |
| Case and Disease management for High Risk & Chronic Conditions, including High Risk Members, Heart Failure, Respiratory Illness, Kidney Disease, Diabetes, and Behavioral Health | Included                                 | Not Included |
| Preferred Diabetic Supply Program                                                                                                                                                | Included                                 | Not Included |
| House Calls Program                                                                                                                                                              | Included                                 | Not Included |
|                                                                                                                                                                                  |                                          |              |
| <b>Non-Medicare Covered Services</b>                                                                                                                                             |                                          |              |
| <b>Routine Podiatry</b>                                                                                                                                                          |                                          |              |
| Routine Podiatry                                                                                                                                                                 | \$0                                      | \$0          |
| Routine Podiatry - Number of visits per year                                                                                                                                     | 6 visits                                 |              |
|                                                                                                                                                                                  |                                          |              |
| <b>Wigs</b>                                                                                                                                                                      |                                          |              |
| Wigs Annual Allowance (after Chemotherapy treatment)                                                                                                                             | \$300                                    | \$300        |
|                                                                                                                                                                                  |                                          |              |
| <b>Routine Vision</b>                                                                                                                                                            |                                          |              |
| Routine Eye Exam Refraction - every 12 months                                                                                                                                    | \$0                                      | \$0          |
|                                                                                                                                                                                  |                                          |              |
| <b>Routine Hearing</b>                                                                                                                                                           |                                          |              |
| Routine Hearing Exam for Hearing Aids                                                                                                                                            | 0                                        | 0            |
| Routine Hearing Exam Number of Visits                                                                                                                                            | 1 Visit                                  |              |
| Routine Hearing Exam Number of Years                                                                                                                                             | 1 Year                                   |              |
| Per Ear or Combined                                                                                                                                                              | Combined                                 |              |
| Routine Hearing Aid Benefit Period (years)                                                                                                                                       | 3 Years                                  |              |
| Routine Hearing Aid Combined Device Allowance                                                                                                                                    | \$4,800                                  |              |
|                                                                                                                                                                                  |                                          |              |
| <b>Outpatient Prescription Drug Coverage</b>                                                                                                                                     |                                          |              |
| Prescription Drug Plan                                                                                                                                                           | Custom Plan                              |              |
| Pharmacy Network                                                                                                                                                                 | Standard                                 |              |
| Non-OptumRx Mail Order Network                                                                                                                                                   | Excluded                                 |              |
| Formulary Base*                                                                                                                                                                  | <a href="#">Group Select Formulary H</a> |              |
| Formulary Edits (step therapy, quantity limits, prior authorization)                                                                                                             | Standard: Edits On                       |              |
| *Supplier bid must include equivalent formulary and/or their best available formulary including bonus drugs                                                                      |                                          |              |

|                                                                                                                                                                                                                                                                                                               |          |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|
| <b>Pharmacy Benefit</b>                                                                                                                                                                                                                                                                                       |          |                |
| <p>The plan does not have a prescription drug deductible.</p> <p>Your coverage starts in the Initial Coverage Stage. You will pay based on the tier of the prescription drug until you meet the Initial Coverage Limit. Once you meet the Initial Coverage Limit, you will move to Catastrophic Coverage.</p> |          |                |
| Initial Coverage Limit*                                                                                                                                                                                                                                                                                       | \$2,100* |                |
| Retail Tier 1: Generics                                                                                                                                                                                                                                                                                       | \$0      | Day Supply: 30 |
| Retail Tier 2: Preferred Brand                                                                                                                                                                                                                                                                                | \$40     | Day Supply: 30 |
| Retail Tier 3: Non-Preferred Brand                                                                                                                                                                                                                                                                            | \$70     | Day Supply: 30 |
| Retail 4: Specialty Tier                                                                                                                                                                                                                                                                                      | \$100    | Day Supply: 30 |
| Mail Order Tier 1: Generic                                                                                                                                                                                                                                                                                    | \$0      | Day Supply: 90 |
| Mail Order Tier 2: Preferred Brand                                                                                                                                                                                                                                                                            | \$120    | Day Supply: 90 |
| Mail Order Tier 3: Non-Preferred Brand                                                                                                                                                                                                                                                                        | \$210    | Day Supply: 90 |
| Mail Order Tier 4: Specialty Tier                                                                                                                                                                                                                                                                             | \$300    | Day Supply: 90 |
| <p>Catastrophic Coverage: Once you're in this state, you won't pay anything for your Medicare covered Part D drugs for the rest of the plan year.</p>                                                                                                                                                         |          |                |

*\*Number may change based on CMS Requirements*

## **Exhibit 2: Participating Agencies of the LSU First Health Plan**

### **Group Name- Fully Eligible Employers**

LSU A&M  
LSU - Alexandria  
LSU - Eunice  
LSU - Shreveport  
LSU Ag Center  
Pennington Biomedical Research Center (PBRC)  
LSU Health Sciences Center (HSC) - New Orleans  
LSU Health Sciences Center (HSC) – Shreveport  
LSU New Orleans  
Health Care Services Division (HCSD)  
E.A. Conway Medical Center (EAC)  
Earl K. Long Medical Center (EKL)  
Huey P. Long Medical Center (HPL)  
University Medical Center (UMC)  
Dr. Walter O. Moss Medical Center  
Lallie Kemp Medical Center (LKMC)  
Bogalusa Medical Center  
Leonard J. Chabert Medical Center  
Interim LSU Public Hospital (ILPH)  
House of Representatives  
Senate  
Legislative Budgetary Control Council (LBCC)  
Legislative Fiscal Office (LFO)  
Legislative Auditor (LLA)

### ***Participating Successor Agencies (Limited Eligibility)***

Division of Administration (DOA)  
Dept of Transportation (DOTD)  
Office of the Governor  
Dept of Agriculture  
Secretary of State  
Dept of Health & Hospitals (LDH/DHH)  
Dept of Wildlife & Fisheries  
Department of Insurance (DOI)  
Office of Juvenile Justice

### Exhibit 3: References:

**Suppliers should submit WITH BID at least 3 references that demonstrate supplier has experience performing a similar scope of work.**

1. Name of Company \_\_\_\_\_  
Contact Person & Title \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
# of Enrolled Participants \_\_\_\_\_  
Length of time serviced \_\_\_\_\_
  
2. Name of Company \_\_\_\_\_  
Contact Person & Title \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
# of Enrolled Participants \_\_\_\_\_  
Length of time serviced \_\_\_\_\_
  
3. Name of Company \_\_\_\_\_  
Contact Person & Title \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
# of Enrolled Participants \_\_\_\_\_  
Length of time serviced \_\_\_\_\_

**Exhibit 4: PRICE SHEET:**

## Section 1:

|                                                    | <b>Option 1: MAPD (Bundled)</b> | <b>Option 2: MA + PDP (Unbundled)</b> |
|----------------------------------------------------|---------------------------------|---------------------------------------|
|                                                    | <b>Plan Year 2027</b>           | <b>Plan Year 2027</b>                 |
| <b>Monthly Premium Per Member Per Month (PMPM)</b> | \$                              | \$                                    |
| <b>x Member count</b>                              | 4,078                           | 4,078                                 |
| <b>x number of months</b>                          | 12                              | 12                                    |
| <b>Total Cost</b>                                  | \$                              | \$                                    |

## Section 2:

The following items are for informational purposes and will not be a factor of award.

|                            |                            |                                |                                |
|----------------------------|----------------------------|--------------------------------|--------------------------------|
| <b>PMPM Option 1: MAPD</b> | <b>PMPM Option 1: MAPD</b> | <b>Option 1: MAPD Rate Cap</b> | <b>Option 1: MAPD Rate Cap</b> |
| <b>Plan Year 2028</b>      | <b>Plan Year 2029</b>      | <b>Plan Year 2028</b>          | <b>Plan Year 2029</b>          |
| \$                         | \$                         | %                              | %                              |

|                              |                              |                                  |                                  |
|------------------------------|------------------------------|----------------------------------|----------------------------------|
| <b>PMPM Option 2: MA+PDP</b> | <b>PMPM Option 2: MA+PDP</b> | <b>Option 2: MA+PDP Rate Cap</b> | <b>Option 2: MA+PDP Rate Cap</b> |
| <b>Plan Year 2028</b>        | <b>Plan Year 2029</b>        | <b>Plan Year 2028</b>            | <b>Plan Year 2029</b>            |
| \$                           | \$                           | %                                | %                                |

## Exhibit 5: 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").

#### **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.

### **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 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**

LSU requires Supplier to procure the minimum limits of insurance coverage set forth below. The insurance must be maintained for the duration of the Services performed for or on behalf of LSU, and for the duration of the Term. Failure to maintain the required insurance throughout the Term shall constitute a material breach of this Agreement and shall entitle LSU 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. 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 Supplier 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 shall be solely responsible and hold harmless LSU for the Injuries of any owners, agents, volunteers, or employees during the Term.

#### **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.

### **Cyber Liability Insurance**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises LSU's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of performance of the Services hereunder. The policy shall provide coverage for the duration of the Term and shall have an expiration date no earlier than 30 days after the anticipated termination date of this Agreement. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **Professional Liability (Errors and Omissions) Insurance**

Professional liability (Errors and Omissions) insurance, which covers the professional errors, acts or omissions of the Supplier, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The policy shall provide coverage for the duration of the Term and shall have an expiration date no earlier than 30 days after the anticipated termination date of this Agreement. The policy shall provide an extended reporting period of not less than 24 months with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

### **Excess Insurance**

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

### **Additional Insured Status**

LSU shall be named as an Additional Insured on the Commercial General Liability policy (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 [Section 22.1.7](#) as to *how* LSU should be listed as an Additional Insured.

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

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

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

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

### **Subcontractors**

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

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

Any deductibles or self-insured retentions above \$25,000 is subject to the prior written approval of LSU or reduced prior to the commencement of Services. LSU may require the Supplier to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

LSU shall be listed as Additional Insured and Certificate Holder as follows:

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

Certificates of Insurance shall be furnished to LSU evidencing the insurance required herein including amendatory endorsements. Failure by the Supplier to provide to LSU the required documents prior to commencement of Services or acceptance by LSU of a non-compliant certificate shall not waive the Supplier's obligation to obtain and maintain the required insurance coverages or to provide the required certificates. LSU reserves the right to require certified copies of all the required 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**

In consideration of the services required by the Contract, LSU hereby agrees to pay Supplier Monthly Premium (Per Member per Month), as set forth in this agreement. Supplier will be responsible for billing each agency/campus for premiums due each month. Billing must consist of certain information in a format approved by LSU plan leadership. Supplier will be responsible for reconciliation of premiums and shall report discrepancies to agency/campus contact within twenty (20) business days of the latter of the premium submission or invoice due date. Each participating agency/campus will pay premiums directly to Supplier via ACH draft or check on a monthly basis. Payment due date shall be the first business day of the month for which the premium applies. Agencies/campuses who fail to pay premiums within twenty (20) days of due date shall be reported to LSU Plan Administrator and/or their designee and the LSU Plan Administrator will direct if Group will be terminated. Any penalties owed to the University in regard to Performance Guarantees shall be paid within ninety (90) days after the end of the calendar year. Penalties owed by the Supplier will be paid automatically and will not need to be requested.

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:**

LSU System Chief Procurement Officer  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176

With copy to:

Director of Benefits and Retirement  
Human Resource Management

110 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-8200

### **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 or 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

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

\_\_\_\_\_  
LSU System Chief Procurement Officer

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