


REQUEST FOR QUOTE & QUALIFICATION		BID DUE DATE AND TIME		
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		05/17/2021 02:00 PM CT		
SOLICITATION RFQ-0000001353 SUPPLIER # SUPPLIER NAME AND ADDRESS <div data-bbox="180 394 789 604" style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>		Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803 Buyer Alexandra Torres Huber Buyer Phone +1 (225) 578-9398 Buyer Email atorre6@lsu.edu Issue Date 04/14/2021		
TITLE: LSU ATHLETICS- CUSTODIAL SERVICES				
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**LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**

**REQUEST FOR QUOTE AND QUALIFICATIONS
FOR**

LSU Athletics- Custodial Services

SOLICITATION # 0000001353

PROPOSAL DUE DATE/TIME:

May 17, 2021 at 2:00 PM CST

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REQUEST FOR QUOTE & QUALIFICATIONS FOR

LSU Athletics- Custodial Services

SECTION I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 University Information

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

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

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

1.1.1 Purpose

The purpose of this Request for Quote and Qualifications(RFQQ) is to obtain competitive Proposals as allowed by the Higher Education Procurement Code (LAC 34:XIII.501.A.2), from bona fide, qualified Respondents who are interested in providing comprehensive custodial staffing for various athletic events and special events hosted at/or within LSU Athletic venues/facilities. The selected provider shall provide staffing for custodial positions at various events deemed necessary by the LSU Athletics Department. These custodial positions may include but are not limited to restroom attendants, trash haulers, concourse attendants, seating attendants, general custodial efforts, etc.

Respondents shall provide a proposal that includes custodial staffing based on the specifications provided in this document. The RFQQ will be awarded on an all-or-none basis to a single Respondent.

1.1.2 Goals and Objectives

It is the intention of LSU Athletics to build a partnership with a successful service provider to ensure custodial staffing for the various events hosted by LSU Athletics and/or external clients within an athletic venue. The company would adhere to the mission and goals of the LSU Athletics Department by making all efforts to provide a clean and enjoyable environment. The awarded company will be responsible for providing a high level of customer service. The services we require are critical to the success of LSU meeting its obligations to its students, faculty, staff and community. The successful Supplier will agree to honor this spirit of partnership.

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

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

1.2 Definitions

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

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

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

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

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

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

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

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

Fiscal Year: July 1 through June 30.

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

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

LSU Athletics: LSU Athletics will refer to administrative representatives from the LSU Athletic Department and Event Management. LSU Athletics will oversee all operational directives.

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

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

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

Must: The term "must" denotes mandatory requirements.

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

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

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

Proposal: Document(s) submitted by the responsible Respondent pursuant to the Request for Quote and Qualifications (RFQQ).

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

Redtail: Check- in process that is required of all gameday personnel that searches for any outstanding warrants, arrests, etc.

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

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

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

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

Shall: The term “shall” denotes mandatory requirements.

Should: The term “should” denotes a desirable action.

State: The State of Louisiana.

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

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

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

Will- The term “will” denotes mandatory requirements.

1.3 Schedule of Events

Event	Date	Time (CST)
RFQQ posted to the LaPAC	4/15/2021	
Mandatory Pre-Proposal Conference	4/28/2021	10:00 AM
Deadline for Receiving Written Inquiries.	4/30/2021	2:00 PM
Issue Responses to Written Inquiries	5/7/2021	
PROPOSAL DUE DATE AND TIME. Proposals received late for whatever reason will not be considered.	5/17/2021	2:00 PM
Written Clarifications/Presentations Please note that designated Respondents may be required to make oral presentations relative to their respective Proposals prior to the final selection of the Supplier. Those Respondents selected to make such presentation will be notified.	TBD	
Best and Final Offer (BAFO)	TBD	
Notice of Intent to Award issued	TBD	
Contract start date (Proposed)	7/1/2021	

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

1.4 Proposal Submittal

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

Alex Huber, RFQQ Coordinator
Louisiana State University
Procurement Services
213 Thomas Boyd Hall
Baton Rouge, LA 70803
E-Mail: atorre6@lsu.edu
Phone: 225-578-9398 | Fax: 225-578-2292

It is the Respondent's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LSU Procurement Services is not

responsible for a Respondent's failure to download any addenda documents required to complete a RFQQ.

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

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg

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

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

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

Due to the COVID-19, LSU Procurement Services has suspended in-person attendance at public bid openings conducted by LSU Procurement Services. Therefore, bids must be submitted electronically to LSU Procurement Services until further notice.

Bids must be emailed to lsubids@lsu.edu (*This email address should be used for bid submissions only*). An original and redacted copy (if applicable) must be submitted electronically. When submitting electronically, the solicitation number and title should be listed in the subject line of the email. If you have submitted a bid through USPS, FedEx, UPS or another mail carrier, it is your responsibility to send an additional copy electronically. Neither physical bids delivered to the Procurement Office nor late bids will be accepted.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

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

Respondents may attend the public bid opening electronically. 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. **ONLY RESPONDENTS SUBMITTING PROPOSALS SHALL BE IDENTIFIED. PRICES SHALL NOT BE READ.**

Respondent may register to access the electronic, public bid opening in advance:

<https://lsu.zoom.us/meeting/register/tJModeisrz4jH9DkYdScivN726kOAYvO8VJy>. *After registering, you will receive a confirmation email containing information about joining the meeting.*

1.5 Proposal Response Format

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

- A. The attached Certification Statement (See Attachment A) must be signed, dated, and submitted with the Proposal by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

- B. Respondents should number their responses to the sections using the same numbering convention as presented in the RFQQ document. Each numbered section of the response should use the same section titles as identified in the RFQQ document. All required documents and information shall be provided for each section. Proposals that do not meet all requirements may be deemed as unresponsive and removed from consideration.

1.5.1 Number of Response Copies

At least one (1) copy of the Proposal should be clearly marked as “ORIGINAL” or differentiated from the other copies of the Proposal. In addition, LSU requests that one (1) copy of a redacted version of the Proposal, including redacted versions of exhibits, attachments, and other components of the Proposal, be submitted, as described in Section 1.6, and be clearly marked as “REDACTED COPY”.

1.5.2 Collateral Information

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

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

1.7 Data Security

All data, including personally identifying information, financial account information, or other personal information collected, obtained or transmitted to Supplier or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state and local law. Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

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

- The obligations of Supplier or subcontractor under this Section shall survive the termination of this contract.
- Supplier agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Supplier. It is further agreed that a violation of this

Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this contract without notice.

1.8 Proposal Clarifications Prior to Submittal

1.8.1 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held on **April 28, 2021 at 10:00 AM CST** at the Tiger Stadium, Lawton Room. The mandatory pre-proposal conference will last approximately two hours. Spots for parking will be available in Lot 101 or 401. See <https://www.lsu.edu/parking/> for information on parking and Attachment F for a map. An LSU Athletics representative will be at the entrance of the Lawton Room to let prospective respondents in. Once the meeting has started, transportation will be provided by LSU Athletics to go from venue to venue.

Prospective Respondents must participate in the conference. Failure to attend the mandatory pre-proposal conference shall result in disqualification. Respondents that arrive after the mandatory pre-proposal conference has started will not be allowed to participate and will be turned away. All Respondents participating in the mandatory pre-proposal conference are required to stay for the entire time. If anyone leaves before the conference is over, their Proposal shall not be considered.

This is not intended to be an open Q&A session. All questions will need to be submitted in writing during the open inquiry period referenced in section 1.3 Schedule of Events. Official answers will be stated in writing in the form of an addendum.

LSU COVID-19 Official Visitor Policy

Please read the below policy regarding official visitors on the LSU campus in Baton Rouge.

- 1) If you are sick, feel sick, or have any sick symptoms, you are prohibited from coming to campus until you have a negative COVID test.
- 2) All official visitors must follow CDC guidelines for physical distancing and personal hygiene including:
 - a) Maintain a physical distance of six (6) feet
 - b) Wash hands with soap and water often, for at least 20 seconds
 - c) Use hand sanitizer if soap and water are not available. Hand sanitizers should be alcohol-based with at least 60% alcohol. Cover all surfaces of your hand by rubbing them together until they feel dry.
 - d) Avoid touching your eyes, nose, and mouth
- 3) Face covering use is required on campus especially when it is not possible to maintain appropriate physical distancing of at least six feet. Each person should provide his/her own face covering.
- 4) Official visitors should disinfect any surfaces they come in contact with that is accessible to the public, before and after use.
- 5) Anyone who believes they have been exposed to COVID-19 should see a health care provider and quarantine for 10 days from the date of alleged exposure. It is recommended that you wait a minimum of 4 days before getting tested for COVID-19. You are also REQUIRED to notify the LSU Emergency Operations Center (EOC) of the exposure by completing the Daily Symptom Checker or using the QR code attached if you do not have an lsu.edu email address.

- 6) Anyone who has tested positive for COVID-19 should self-isolate immediately. You are also REQUIRED to notify the LSU Emergency Operations Center (EOC) of the exposure by completing the Daily Symptom Checker or using the QR code attached if you do not have an lsu.edu email address.

1.8.2 Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the Proposal documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-Proposal conference). All inquiries must be received by the time specified on the Inquiry Deadline date set forth in the Schedule of Events, as per Section 1.3 of this RFQQ. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to the RFQQ Coordinator (Section 1.4).

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

1.8.3 Blackout Period

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

the Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Respondent.

1.9 Errors and Omissions in Proposal

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

1.10 Changes and Addenda

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

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

1.11 Withdrawal of Proposal

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

1.12 Waiver of Administrative Informalities

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

1.13 Cost of Proposal Preparation

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

1.14 Ownership of Proposal

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

1.15 Right to Reject

- A. Rejection. The university reserves the right to reject any or all responses to a solicitation in whole or in part and to award by items, parts of items or by any group of items specified. Also, the right is reserved to waive any technical defects when the best interest of the university will be served.
- B. In accordance with the provisions of Higher Education Procurement Code (LAC 34:XIII.1305), the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

1.16 Proposal Validity

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

1.17 Acknowledgement of Supplier Responsibility

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

1.18 Use of Subcontractors

Each Supplier shall serve as the single Supplier for all work performed pursuant to its contract. That Supplier shall be responsible for all deliverables referenced in this RFQQ. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a Proposal in response to this RFQQ, which identifies subcontract with others, provided that the prime Supplier acknowledges total responsibility for the entire contract.

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

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

1.19 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Respondent has considered all Proposals submitted from qualified, potential subcontractors and Suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or Supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Respondent also has not retaliated against

any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.20 Written Clarification /Presentations

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

Demonstration Guidelines

Respondents may be provided with scripted scenarios on which to base their presentations in order to assure an objective comparison among Respondents' Proposed Services. LSU reserves the right, at its own cost, to record (audio and/or video) all presentations.

LSU states a strong preference to see the proposed Project Manager and Team Lead(s) conduct the presentations. LSU's objective is to discern the Respondent's proposed Project staffs' familiarity with the Solution to be implemented and their ability to explain, communicate, converse, and interact with LSU staff.

1.21 Best and Final Offer (BAFO)

LSU reserves the right to conduct a BAFO with one or more Respondents determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Respondents selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the University in clarifying the scope of work or to obtain the most cost effective pricing available from the Respondents.

The BAFO will not obligate the University to enter into a contract.

1.22 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, LSU Procurement Services will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. This Notice of Intent to Award will start the protest period for any aggrieved parties.

LSU Procurement Services will also notify all unsuccessful Respondents when the Notice of Intent to Award is issued. The completed evaluation summary and recommendation report will be made available to Respondents upon request, after the "Notice of Intent to Award" letter has been issued.

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

1.23 Debriefings

Debriefings may be scheduled by the RFQQ Coordinator with Respondents after the “Notice of Intent to Award” has been issued.

1.24 Right to Protest

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

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

1.25 Protest Bond and Security

Bonds may be required when the CPO determines that the harm from delay of implementation of a contract could adversely affect the operations of the university. The protest bond shall be in the amount equal to potential damages as assessed by the University and shall be in the form of a certified check or a cashier’s check drawn on a bank insured by the Federal Deposit Insurance Corporation.

1.26 Contract Negotiations

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

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

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

1.27 Campus Participation

Supplier agrees to extend to all campuses, under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the same goods, services or incentives in this contract. Campuses may be added by mutual written agreement of the parties via Participation Agreement (See Attachment B).

1.28 Diverse Supplier

LSU is committed to fostering innovation and entrepreneurship by using diverse Suppliers. A summary of the University's commitment to diverse Suppliers can be found at the following link: <https://www.lsu.edu/administration/ofa/procurement/supplierdiversity/index.php>.

To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

1.29 Contract Award and Execution

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

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

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this RFQQ. Refer to Section 1.38 Non-negotiable Contract Terms.

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

1.30 Commencement of Work

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

1.31 Veteran and Hudson Initiatives

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

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

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

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

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

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

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

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

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

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

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

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

1.32 Insurance Requirements

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires Suppliers to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach, and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the Supplier's financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the Supplier may opt to have broader coverage and limits to satisfy its financial obligations.

Workers' Compensation

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

Commercial General Liability (CGL)

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

Automobile Liability

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

Excess Insurance

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

Information Security and Privacy Insurance

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

1. Professional Liability (Errors and Omissions), including Network Security and Privacy Liability with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
2. Cyber Liability including third party coverage for privacy breach, including for notification assistance as required by Louisiana law with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
3. The above insurances and limits should include coverage for the following risks:
 - a. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

- b. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

Other Insurance Requirements

Acceptability of Insurers

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

Additional Insured Status

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

Waiver of Subrogation

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

Primary and Non-contributory coverage

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

Deductibles and Self-Insured Retentions

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

Verification of Coverage

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

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

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

the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

Special Risks or Circumstances

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

1.33 Subcontractor Insurance

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

1.34 Indemnification and Limitation of Liability

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

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

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

1.35 Compliance with Applicable Law

Supplier will comply with all federal, state, and local laws appertaining to its business conducted under the Agreement, including the Higher Education Procurement Code (LAC 34:XIII.2303); Louisiana Code of Governmental Ethics (La. R.S 42:1101), and will conform to University's business policies and practices.

Supplier shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Supplier must comply with

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

1.36 Term

The University intends to enter into an agreement for a period not to exceed five (5) years. The contract will commence on July 1, 2021, or date of award, and will be an initial term of three (3) years. At the option of LSU and acceptance by the Supplier, the contract may be renewed for (2) additional twelve (12) month periods, at the same prices, terms and conditions of original contract award.

1.37 Payment

1.37.1 Electronic Payments

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

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

OR

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

1.37.2 Payment Terms

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

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

1.37.3 Late Payments

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

1.37.4 Payment for Services

The University shall pay Supplier in accordance with the Financial Proposal set forth in Attachment G- Financial Sheet. The Supplier may invoice the University monthly at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.38 Non-negotiable Contract Terms

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

1.39 Taxes

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

1.40 Assignment

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the University. All Agreements and stipulations herein contained and all obligations assumed in the contract shall be binding upon the heirs, successor and assigns of the parties thereto.

1.41 Audit/Retention of Records

1.41.1. Audit of Persons Submitting Cost or Pricing Data.

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

1.41.2. Contract Audit.

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

1.42 Content of Contract/ Order of Precedence

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

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQQ 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.

1.44 Governing Law

All activities associated with this RFQQ process shall be interpreted under Louisiana Law. All Proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, the Higher Education Procurement Code (LAC 34:XIII), purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFQQ.

1.45 Termination

1.45.1 Termination of the Contract for Cause

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

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

1.45.2 Termination of the Contract for Convenience

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

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

1.45.3 Termination for Non-Appropriation of Funds

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

1.46 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.

1.47 Substitution of Personnel

The University intends to include in any contract resulting from this RFQQ the following condition:

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

1.48 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.

1.49 Energy Policy and Conservation Act

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

1.50 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.

1.51 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.

1.52 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.

1.53 Warranties

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

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

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

designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

1.54 Accessibility

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

1.55 Licenses and Permits

Supplier shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by Federal, State, and local governments and to make available to University personnel appropriate documentation when so requested by the University.

1.56 Severability

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

1.57 Code of Ethics

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

1.58 Security

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

1.59 Personnel and Background Checks

Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.

The successful Respondent must conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if the Respondent cannot produce a background check for an employee or the employee does not pass a background check. This may result in the removal of the employee from the University.

Due to the diverse work force, faculty and students at the University, there are many vulnerable populations in the campus community. In an effort to ensure their safety, the successful Supplier must provide a letter certifying that criminal history checks have been conducted on all employees and/or volunteers providing service to the University. As team members are added throughout Agreement period, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and the University reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies. All employees shall wear identification tags provided by Supplier.

The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University.

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SECTION 2: SCOPE OF WORK

2.1 Service Requirements – Custodial Services

By responding to this Request for Quotes and Qualifications (RFQQ), Respondent is confirming their understanding of all specifications and agrees to implement the service as outlined within this document. A description of all service requirements, specifications, and quantities may be found in this RFQQ and all included attachments. LSU Athletics reserves the right to alter and adjust any of the service requirements.

All custodial services positions (trash runners, restroom attendants, concourse attendants, etc.) will be defined by the following but not limited to: uniformed personnel assigned to areas that must maintain cleanliness throughout the facility and may be asked to maintain the following, but not limited to, custodial duties outlined in section 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 and all sub sections of the main sections.

2.1.1 Location for Services and Average Attendance

Supplier will provide custodial services for events hosted at LSU Athletics facilities and Supplier may be requested to provide services for other on-campus facilities/external events.

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

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

• LSU Football (9)	Average Attendance:	100,000
• LSU Men’s Basketball (18)	Average Attendance:	10,000
• LSU Women’s Basketball (18)	Average Attendance:	3,000
• LSU Baseball (45)	Average Attendance:	10,000
• LSU Gymnastics (6)	Average Attendance:	10,000
• LSU Volleyball (15)	Average Attendance:	1,200
• Concert (5)	Average Attendance:	35,000
• Miscellaneous (10)	Average Attendance:	TBD

Supplier will provide services for all athletic competitions, practices, events, and special events hosted in the following facilities, as requested by LSU Athletics. All game times are subject to change. **LSU Athletics reserves the right to add additional venues through mutual agreement with the Supplier. LSU Athletics may request services for events held off campus at specified facilities. Supplier shall be invoiced at the hourly rate (s) as indicated in Attachment G- Financial Sheet.**

Below is a listing of approximate staffing numbers for events hosted in LSU Facilities based off of previous history. The number below is an approximation, meaning that each event is different and LSU Athletics will coordinate with the Supplier for each specific event and sport. The Supplier will need to be prepared to staff up to these numbers and possibly exceed these numbers. LSU Athletics does not guarantee these numbers to be exact and relies on the Supplier to provide numbers based on work specified to be completed and completed in the provided timeline. The Supplier will need to understand every sport is different and a venue that hosts different sports may have different service needs (i.e. volleyball, men's basketball and gymnastics are all hosted in the PMAC but each bring a different level of need):

Location	In-Game	Post-Game
• Tiger Stadium – Football	(133)	TBD
• Tiger Stadium – Concert	(50)	(100)
• Pete Maravich Assembly Center (PMAC)	(10)	(30)
• Alex Box Stadium	(8)	(20)

2.1.2 Supplier Responsibilities

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

The Supplier will be fully responsible for all personnel assigned to the implementation and delivery of custodial services for LSU.

The Supplier shall be solely responsible for establishment and payment of employee wages, benefits, work rules and/or subcontractors' wages and benefits. Employees of the Supplier shall not be considered employees of LSU.

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

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

2.1.3 Service Adjustments

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

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

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

2.2 Tiger Stadium

2.2.1 Gameday Cleaning At Tiger Stadium

Note: Area to be cleaned includes entire stadium (excluding Tiger Den Suites and Stadium Club), inside of all gates to include all ramps, stramps (stairs that turn into ramps), elevator landings and concourses.

Description of Service Area:

- 102,321 seating (approx.)
- 25 Men's Restrooms
- 38 Women's Restrooms
- 2 Family Restroom
- 10 Satellite Restrooms
- 9 First Aid Stations, 1 Trauma Room

REQUIREMENTS:

2.2.2 Ramps/Stramps/Concourses/Elevator Landings/Escalator:

- Pan and broom all concourses, ramps, stramps and elevator landings of loose debris, gum and cigarette butts
- Mop and clean-up any spills or vomit
- Pick up, blow and sweep all debris, trash and bird feces including any trash generated by concession stands
- Monitor and reline all trash and recycle cans as necessary. No trash can remain in any areas once removed from cans
- All trash must be transported to a designated area denoted by the Athletic Facilities Department Representative throughout the event
- Clean all escalator stainless steel and glass walls
- Clean all terrace glass

2.2.3 Pan/Broom Seating Areas:

- Pick up any loose debris, trash, etc. from the seating area
- Remove any gum, stickers, graffiti or any other foreign items from seating areas
- Pan and broom as needed
- Wipe down all seating to include removal of all bird feces

2.2.4 Picking of Seating Areas

- Pick up any loose debris, trash, etc. from the seating area
- With efforts to Geaux Green, it will be required for the bidder to assist in these recycling efforts. In order to comply with this initiative, the bidder will be required to follow the steps below
 - Place all plastic cups and bottles in the aisle
 - Empty all liquids out of plastic cups and bottles into 5 gallon buckets.
 - Place empty containers into blue recycle bags
 - Dispose blue recycle bags into designated dumpster for recycling
 - For more information on this initiative, visit <https://www.lsu.edu/sustainability/>
- Remove any gum, stickers, graffiti or any other foreign items from seating areas

2.2.5 Blowing of Seating Areas

- Blow all of the seating areas to remove loose debris, peanut shells, etc.
- Wipe down all seating to include removal of all bird feces
- Any trash blown onto the playing surface must be picked up and thrown away

2.2.6 Restrooms/First Aids/Trauma Room in Tiger Stadium and (10) Satellite Restrooms:

- Unlock restrooms at time denoted by LSU Athletic Facility Representative
- Monitor and maintain all restrooms by checking expendable items and replacing as necessary
- Pan and broom floors
- Mop spills and vomit
- Maintain toilets as needed. Notify LSU representative of stop ups, overflows, etc. Wipe bowls clean as needed
- Empty trash cans, recycle cans and feminine receptacles and re-line as needed
- Restrooms, First Aids and the Trauma Room in Tiger Stadium and the ten (10) satellite restrooms are to be serviced every twenty (20) minutes
- All trash must be transported to a designated area denoted by the Athletic Facilities Department Representative throughout the event

2.2.7 General Specifications for Gameday Cleaning of Tiger Stadium:

- A minimum of 125 staff members, 9 supervisors and 1 Project Manager are to be provided for game day cleaning services in Tiger Stadium. If the Supplier sees during the event additional staff is necessary to complete the work, it must be agreed upon with the Athletic Department prior to billing.
- An early arrival crew of two (2) males, two (2) females and one supervisor must arrive at the same report time as LSU Athletic Facilities staff on each game day to handle any last-minute items. This can be included in the game day staffing numbers, however, cannot be used for the satellite restroom staffing numbers.
- A separate crew of two (2) males and two (2) females must be provided to maintain ten (10) satellite restrooms around campus. This must be separate from the game day crew and the early arrival crew for the stadium. These individuals are scheduled to arrive at the same time as the early arrival crew unless otherwise denoted by Athletics.
- Supplier must have all remaining workers arrive at Tiger Stadium, to a designated area set by the Athletic Department, no later than five (5) hours prior to game time and all workers must remain until work is complete and staff is dismissed by the LSU Athletic Facility Representative which is usually a ½ hour after completion of the game. The Supplier is required to have all workers enter the stadium through the Redtail process. The Supplier will be deemed deficient should all workers not be checked in and to the designated work areas by the 5-hour mark. It is the responsibility of the Supplier to set call time to meet this deadline regardless of game start time.
 - Redtail process- all personnel are required to be verified through the Redtail process prior to receiving working credentials. This process requires a screen of government issued ID to verify any warrants, arrests, etc.

- There are to be NO supplies left anywhere in the facility at any time. This includes the ten (10) satellite restrooms.
- No restrooms, including satellite restrooms, first aids and the trauma room shall be opened at any point for anyone including other stadium workers. All individuals are to be directed to Northwest Gate restrooms in the stadium until restrooms are unlocked at the designated time on game or event days.
- There is to be NO trash left on ramps, concourses or roof tops throughout the duration of a game day or event in Tiger Stadium.
- There is a trash chute in Tiger Stadium that can be accessed from the South Upper Deck for trash.
 - No cardboard boxes are to be thrown down the trash chute. All cardboard must be brought down post-game via the freight elevator.
 - At no point shall the door to the trash chute be propped open.
 - No full bags of food shall be thrown down the trash chute.
- Minimum staffing shall be distributed throughout the stadium as listed below. Additional attendants may be requested.

AREA	MALE	FEMALE	SUPERVISOR	STAFF
West Bowl			1	
Level 1/NW & SW GATE	3	4		
Level 2	1	2		
Level 3	2	2		
Seating Area/Concourse				4
Trash Runner				4
East Bowl			1	
Level 1/NE & SE GATE	3	4		
Level 2	1	2		
Level 3	1	2		
Seating Area Concourse				4
Trash Runner				4
South Bowl			2	
Lower North	4	6		
Upper North	3	4		
Seating Area/Concourse				8
Trash Runner				8
North Bowl			2	
Lower North	3	4		
Upper North	2	2		
Seating Area/Concourse				4
Trash Runners				6
East Upper Deck	2	2	1	
Seating Area/Concourse				2
Trash Runner				2
West Upper Deck	2	2	1	
Seating Area/Concourse				2
Trash Runner				2

Skyline Club	1	1	1	
Seating Area/Concourse				1
Trash Runner				1
Exterior Trash Runners with utility dump bed carts				4
10 Satellite Restrooms	2	2		
Restroom Attendant Total	30	39	9	
Seating Area Total				25
Trash Runner Total				27
Exterior Trash Runners				4
Project Manager				1

2.2.8 Post Gameday/Game Prep Cleaning at Tiger Stadium

Note: Area to be cleaned includes entire stadium (excluding Tiger Den Suites and Stadium Club), inside of all gates to include all ramps, stramps (stairs that turn into ramps), stairs, elevator landings and concourses and plazas (west, south, north and east) of Tiger Stadium to the curbing.

Description of Service Area:

- **102,321 seating (approx.)**
- **25 Men's Restrooms**
- **38 Women's Restrooms**
- **2 Family Restroom**
- **10 Satellite Restrooms**
- **9 First Aid Stations, 1 Trauma Room**

REQUIREMENTS:

2.2.9 Ramps/Stramps/Concourses/Elevator Landings/Escalator:

- Pick up, blow and sweep all debris, trash and bird feces including any trash generated by concession stands
- Remove all cobwebs from the concourse areas
- Place all trash cans and recycle cans
- Wipe all signage of bird feces, cobwebs and other residual debris
- Clean off any outside air vents
- Wipe all hand rails down
- Removal of all trash, addressing of concrete stains, i.e, oil stains, food grease, hydraulic grease, cart/vehicle grease, food dye stains, gum removal, etc. on all plazas of Tiger Stadium out onto the curbing on all 4 sides. **This is to be considered top priority and must be completed by the close of business on the Sunday following each home game.**
- Remove any trash or debris from rooftops of concession stands, restrooms, old dormitories in Tiger Stadium
- Clean all escalator stainless steel and glass walls
- Clean all terrace glass

2.2.10 Restrooms/First Aids/Trauma Room in Tiger Stadium and Ten (10) Satellite Restrooms:

- Remove trash and sweep restrooms
- Remove all stock and give to designated Athletic Facilities staff member
- Use multi-cleaning foaming agent to spray all surfaces in the restroom
- Use bi-level brush thoroughly on the floor
- Clean sinks. Wipe clean of any debris, etc. and notify LSU Athletic Facility Representative of any stop ups or continuous running sinks
- Wash out restroom/squeegee all water to the drain
- Dry toilet bowls
- Scrub and sanitize the exterior and interior surfaces of all sinks
- Wipe down, sanitize and polish all fixtures including removal of paint, stickers, graffiti or any other foreign materials
- Clean and polish all mirrors and dispensers including removal of paint, stickers, graffiti or any other foreign materials
- Dust all ledges, sills, moldings and other exposed horizontal surfaces
- Remove smudges, graffiti, paint, stickers, graffiti and fingerprints and sanitize all stall partitions and doors
- Remove and clean all light fixtures and remove dead bugs. Replace fixtures upon completion
- Disinfect all feminine waste receptacles and remove paint, stickers, graffiti or any other foreign materials
- Remove all cobwebs (includes any cobwebs in the entry ways of restrooms)
- Place and line trash cans
- Line wall trash cans
- Once restroom is dry, stock expendable restroom supplies from Athletic Facilities Department inventory
- Sweep and mop floors
- Lock restrooms when completed

2.2.11 Hosing/Picking/Blowing of Seating Areas and Concourses:

- Pick up any loose debris, trash, etc. from the seating area.
- With efforts to Geaux Green, it will be required for the Supplier to assist in these recycling efforts. In order to comply with this initiative, the Supplier will be required to follow the steps below.
 - Place all plastic cups and bottles in the aisle
 - Empty all liquids out of plastic cups and bottles into 5 gallon buckets (provided by LSU)
 - Place empty containers into blue recycle bags (provided by LSU)
 - Dispose blue recycle bags into designated dumpster for recycling (provided by LSU)
- Remove any gum, stickers, graffiti or any other foreign items from seating areas
- Blow all of the seating areas to remove loose debris, peanut shells, etc.

- Wipe down all seating to include removal of all bird feces
- Wash down all seating areas. Pressure washing usage must be approved by Athletic Facilities staff member prior to work commencing.

2.2.12 General Specifications for Post Gameday/Game Prep Cleaning:

- All restrooms, first aid rooms and trauma room in Tiger Stadium and the ten (10) satellite restrooms must be thoroughly cleaned and stocked by end of day Wednesday following a home game.
- For a post-game clean, the below schedule is what should be adhered to:
 - Sunday- picking and blowing of all seating areas (top down)
 - Monday-Wednesday- pressure washing of all seating areas, concourses, and cleaning and stocking of restrooms
 - END OF DAY WEDNESDAY- All areas should be ready to go for an inspection done by the LSU Athletic representative
- A checklist will be completed by the designated Athletic Department representative during each step of the post clean process. These items must be addressed within a twenty-four (24) hour period from the time the list is submitted to the Supplier via email.
- Gift Center satellite restroom must be completed and restocked for Monday morning following all home games.
- South Lower 406 field gate restrooms must be cleaned and restocked for use Monday morning following all home games.
- No restrooms, including satellite restrooms, first aids and the trauma room shall be opened at any point for anyone including other stadium workers. All individuals are to be directed to Northwest Gate restrooms in the stadium until restrooms are unlocked at the designated time on game or event days.
- Following the last home game of the season, all restrooms (with the exception of Northwest restrooms), first aids and the trauma room are NOT to be restocked with expendable items.
- Remove all trash cans and recycle cans, wash out interior and exterior of cans and place in designated areas denoted by LSU Athletic Facilities throughout the stadium.
- All stock item must be removed from all restroom with the exception of the one open stadium restroom deemed by LSU Athletic Facility Representative.

2.3 Alex Box Cleaning

2.3.1 Gameday/Post Game Cleaning Requirements:

- GAME:
 - A game will require a minimum of six (6) attendants and one supervisor for a minimum of a five (5) hour window. LSU Athletics must approve the proposed venue event plan before each event. Breakdown as follows:
 - 1 Male and 1 Female for Left Field
 - 1 Male and 1 Female for Right Field
 - 1 Male and 1 Female for the concourse
 - 1 Floating Supervisor

- POST GAME:
 - Supplier shall have all areas listed cleaned and ready for final inspection five (5) hours post completion of game.
 - Post game clean-up shall take no longer than 5 hours to complete. Once the Athletic Facility checklist is signed off by the Supplier and Athletic Facility representative, the clean-up will be labelled as completed.
 - Supplier is required to report two and a half (2.5) hours post first pitch. In the event of weather, it is the Supplier's responsibility to confirm delays or game changes. If a game should be cancelled after first pitch occurs, the Supplier is still responsible for cleaning the venue as scheduled.

2.3.2 Post Game Hosing/Picking/Blowing of Seating Areas:

- Pick up any loose debris, trash, etc. from the seating area
- Remove any gum, stickers, graffiti or any other foreign items from seating areas
- Blow all of the seating areas to remove loose debris, peanut shells, etc.
- Wipe down all seating to include removal of all bird feces
- Wash down all seating areas. Pressure washing usage must be approved by Athletic Facilities staff member prior to work commencing.

The Supplier will be provided with a schedule of events (as it becomes available) requiring their services and must coordinate their work schedule with the Athletic Department representative. It is estimated that the Supplier's services will be required approximately 40 times throughout the season.

HOSING/PICKING/BLOWING OF SEATING AREAS AND CONCOURSES:

- Pick up any loose debris, trash, etc. from the seating area
- Remove any gum, stickers, graffiti or any other foreign items from seating areas
- Blow all of the seating areas to remove loose debris, peanut shells, etc.
- Wipe down all seating to include removal of all bird feces
- Wash down all seating areas. Pressure washing usage must be approved by Athletic Facilities staff member prior to work commencing.

STAIRS/CONCOURSES:

- Pick up, blow and sweep all debris, trash and feces including any trash generated by concession stands
- Remove all cobwebs and bird nests from concourse areas
- Wipe all signage of bird feces, cobwebs and other residual debris
- Wipe down all exposed speakers with LSU Athletic Facilities approved cleaning chemical and process
- Wipe down all light fixtures. Remove any bugs or residue from inside the fixture.
- Clean off any outside air vents
- Clean concourse walk-ways removing any gum and addressing concrete stains, i.e, oil stains, food grease, hydraulic grease, cart/vehicle grease, food dye stains, gum removal, etc. Clean block walls and doors.
- Wipe all hand rails
- Removal of all trash, addressing of concrete stains, i.e, oil stains, food grease, hydraulic grease, cart/vehicle grease, food dye stains, gum removal, etc. gum

removal, etc. on all plazas outside Gate 1, Gate 2 (including Champions Circle to the drive lane), Gate 3 and Gate 4.

- Remove all peanut shells, trash and debris underneath left, right and outfield bleachers

RESTROOMS/FIRST AID:

- Remove trash and sweep restroom
- Use multi-cleaning foaming agent to spray all surfaces in the restroom
- Use bi-level brush thoroughly on the floor
- Wash out restroom/squeegee all water into the drain
- Wash and dry all area/sides of toilet bowls
- Scrub and sanitize the exterior and interior surfaces of all sinks
- Wipe down, sanitize and polish all fixtures including paint, stickers. Graffiti or any other foreign materials
- Clean and polish all mirrors and dispensers including paint, stickers, graffiti or any other foreign materials
- Dust all ledges, sills, moldings and other exposed horizontal surfaces
- Remove smudges, graffiti, paint, stickers, graffiti and fingerprints and sanitize all stall partitions and doors
- Remove and clean all light fixtures and remove dead bugs and debris. Replace fixtures upon completion
- Disinfect all feminine waste receptacles and remove paint, stickers, graffiti or any other foreign materials
- Remove all cobwebs
- Lock restrooms when completed

2.3.3 Post Season Cleaning

HOSING/PICKING/BLOWING OF SEATING AREAS AND CONCOURSES:

- Pick up any loose debris, trash, etc. from the seating area
- Remove any gum, stickers, graffiti or any other foreign items from seating areas
- Blow all of the seating areas to remove loose debris, peanut shells, etc.
- Wipe down all seating to include removal of all bird feces
- Wash down all seating areas. Pressure washing usage must be approved by Athletic Facilities staff member prior to work commencing.

STAIRS/CONCOURSES:

- Pick up, blow and sweep all debris, trash and feces including any trash generated by concession stands
- Remove all cobwebs and bird nests from concourse areas
- Remove all trash cans and recycle cans, wash out interior and exterior of cans and place in designated areas denoted by LSU Athletic Facilities throughout the stadium.
- Wipe all signage of bird feces, cobwebs and other residual debris
- Wipe down all exposed speakers with LSU Athletic Facilities approved cleaning chemical and process
- Wipe down all light fixtures. Remove any bugs or residue from inside the fixture.
- Clean off any outside air vents

- Clean concourse walk-ways removing any gum and addressing concrete stains i.e, oil stains, food grease, hydraulic grease, cart/vehicle grease, food dye stains, gum removal, etc. clean block walls and doors
- Wipe all hand rails
- Removal of all trash, addressing of concrete stains i.e, oil stains, food grease, hydraulic grease, cart/vehicle grease, food dye stains, gum removal, etc., gum removal, etc. on all plazas outside Gate 1, Gate 2 (including Champions Circle to the drive lane), Gate 3 and Gate 4.
- Remove all peanut shells, trash and debris underneath left, right and outfield bleachers
- Clean and stack all trash cans in designated area denoted by the LSU Athletic Facilities representative

RESTROOMS/FIRST AID:

- Remove trash and sweep restroom
- Use multi-cleaning foaming agent to spray all surfaces in the restroom
- Use bi-level brush thoroughly on the floor
- Wash out restroom/squeegee all water into the drain
- Wash and dry all area/sides of toilet bowls
- Scrub and sanitize the exterior and interior surfaces of all sinks
- Wipe down, sanitize and polish all fixtures including paint, stickers. Graffiti or any other foreign materials.
- Clean and polish all mirrors and dispensers including paint, stickers, graffiti or any other foreign materials
- Dust all ledges, sills, moldings and other exposed horizontal surfaces
- Remove smudges, graffiti, paint, stickers, graffiti and fingerprints and sanitize all stall partitions and doors
- Remove and clean all light fixtures and remove dead bugs and debris. Replace fixtures upon completion.
- Disinfect all feminine waste receptacles and remove paint, stickers, graffiti or any other foreign materials
- Remove all cobwebs
- Remove all expendable stock from restrooms and First Aids
- Lock restrooms when completed

2.4 Pete Maravich Assembly Center (PMAC)

2.4.1 Men's Basketball/Gymnastics Event Cleaning:

- Seating Capacity: 13,215
- Report time: 3 hours prior to event start time
 - Employees must check in via the Redtail process
- Restrooms are to be opened and unlocked 2 hours prior to the event.
- Seating Areas shall be walked for miscellaneous trash and completed 15 minutes prior to gates opening.
- Event Staffing Breakdown:
 - Six (6) concourse attendants- 3 males, 3 females.
 - One (1) trash attendants
 - Two (2) seating attendants

- One (1) onsite working supervisor to work directly with the facility manger.
- Post Event clean:
 - Takes place immediately upon event completion
 - All trash removed interior and exterior of the facility
 - All seating areas clean, i.e., trash pulled, sweeping and mopping. Levels 200 and 300 need to be cleaned with hard bristle brushes or comparable.
 - All restrooms cleaned and restocked
 - Grey flooring will need to be cleaned and mopped
 - Concourse, transverse and corridors cleaned of all debris, gum, food stains, etc.
 - Corridor hand rails wiped
 - Water fountains wiped and removed of any debris, gum, water stains, etc.
 - All areas should be completed and ready for final inspection by five (5) hours post-game/meet

2.5 Special Events

2.5.1 Special Event Service Pricing

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

Supplier may indicate a lower rate in the cost proposal for a specific special event hosted on campus.

Pricing shall be based on capacity of usage. i.e. 100%, 75%, 50% or 25% which is determined based on the events needs of the requested spaces. This will be determined by LSU Athletic Facilities or Event Management department.

Supplier will be responsible for handling all special events hosted in LSU Athletics Facilities. LSU Athletics will not seek additional Suppliers nor engage with other agencies in a working relationship that is competitive to the Supplier unless the Supplier is unable to meet the needs of LSU Athletics for a special event.

LSU Athletics will identify any preplanned special events at the beginning of the fiscal year. Special Events that are normally re-occurring are high school track and field.

2.6 Hourly Pricing

LSU Athletics may request labor to complete various cleaning opportunities throughout the year but there is no set schedule for additional requested labor and may or may not be repeated each year. LSU Athletics will make every attempt to provide latest information in a timely manner so Supplier can properly prepare. Hourly work will be completed based on LSU Athletics needs and timeline. Supplier shall supply an hourly price for labor and an hourly price for a supervisor. Hourly price must be inclusive of any equipment needed to complete the requested task or tasks.

These services are separate and apart from the services stated in previous sections. Below are a few examples of types of duties that the hourly pricing may be utilized.

- Small events
- Picking or Blowing of seating areas
- Wash downs of facilities
- Pre or post event prep
- Additional in event personnel

These hourly rates shall not be used in addition to the prices quoted for items 1-18 on Attachment G - Financial Sheet. These hourly rates are intended for various cleaning opportunities not covered in sections 2.2 - 2.5.

2.7 Staff/Personnel Requirements

The success of LSU Athletic Facilities is based on the quality of service delivered by the custodial personnel. Staff represents LSU and are expected to conduct themselves in a professional manner at all times while maintaining a high level of customer service. Customer satisfaction is the primary concern of LSU Athletics. All personnel must show their commitment to the vision of LSU in creating a great customer experience while maintaining a safe environment.

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

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

- All personnel are expected to work in a manner which will maintain the security and best interests of the University. The University reserves the right to require the Supplier to remove from all work in this contract any personnel deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to the public interests or inconsistent with the best interest of the University.
- Staff designated for all areas of this contract must be separate from any other contract that may be held by the Supplier with the University or Athletic Department.
- There is no smoking or consuming of alcoholic beverages while on the premise and in doing so will result in a deficiency on the contract.
- Any personnel found to be under the influence will be asked to be removed immediately and will result in a deficiency on the contract.
- At no time should the Supplier transport any person who is not associated with the Supplier.
- Supplier's personnel are required to follow all written rules and regulations regarding behavior, execution of job duties, or other related areas, as provided by LSU Athletics or their designee.
- LSU Athletics or their designee may request the removal or reassignment of any Supplier personnel from the account, for any reason at his/her discretion for good cause.

- Staff shall not power wash on any brick paver surfaces surrounding an athletic facility.
- All objects (wallets, clothes, umbrellas, etc.) found by the Supplier or Supplier's personnel shall be turned into the LSU Athletic Facilities representative.
- The staff personnel shall meet the following minimum standards:
 - Not be addicted to alcohol or controlled substances
 - Have no outstanding warrants for arrest
 - Must pass a criminal background check
 - Shall not possess any weapon as defined in the LSU Student Code of Conduct
 - Shall be aware of firearm free zones and drug free zones
 - Be able to clearly and effectively read, write, speak and communicate in English
 - Have a thorough knowledge of the customer service areas and assigned working positions
 - Must be able to handle complaints and problems in a calm manner
 - Must be able to communicate to supervisors and co-workers
 - Be physically able to assist guests in case of emergencies
 - Be physically able to stand or remain at an assigned position for long periods at a time (4-5 hours is considered an average event and football is normally 7-9 hours on average).
 - Be in good mental and physical health – LSU Athletics reserves the right to request a medical release from a certified doctor for an employee with an identified health concern
 - Be physically able to withstand loud environment
 - Be helpful and courteous at all times
 - All personnel must be at least 20 years of age

General Guidelines for Personnel Warnings

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

- Eating food, smoking cigarettes or chewing tobacco while on duty or while assisting a customer (smoking is prohibited anywhere on LSU's campus)
- Use of profanity, arguing or insulting a guest
- Tardiness or not showing up without notice
- Grouping, loafing or failure to maintain attention to specific assignment
- Listening to portable electronic devices, talking or use of cell phones and other personal distractions are not permitted while on duty
- Disrespect to supervisors or failing to follow instructions
- Physical contact or engaging in horseplay, fighting/shoving patrons or fellow personnel.
- Seating a guest or roaming in an unauthorized area or providing tours of restricted areas (unless specifically requested and/or authorized by LSU Administration)
- Malicious or disrespectful comments about LSU and/or its personnel
- Requesting autographs, taking pictures or harassing student athletes, coaches, any personnel, or guests in attendance
- Harassing or contacting LSU employees or any student athletes (includes all forms of social media)

- Tailgating while in uniform or while on duty
- Requesting or taking promotional items that are not offered to the event staff
- LSU Athletic withholds the right to remove personnel for the following reasons, but not limited to:
 - Staff found to be in possession of tip jars
 - Taking of marketing materials, concession items or any items deemed unnecessary to complete the tasks set forth in this contract.
 - Inappropriate cat calling or other suggestive moves or words
 - Anyone insubordinate to LSU Athletic Facility staff.
- The following behaviors are grounds for immediate dismissal:
 - Theft, gambling, unauthorized ticket sales or assisting an unauthorized ticket seller
 - Using employee status to assist non-ticketed individuals to gain access
 - Unauthorized possession of firearms or weapons on campus
 - Possession or use of illegal drugs or alcohol while on duty

Previous Offenses

All custodial personnel, supervisors, or general manager working at LSU in any capacity must meet the following criteria:

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

2.8 Personnel Wages

LSU expects that the Supplier will pay adequate wages to employ qualified and reliable custodial personnel. Supplier shall meet or exceed all federal, state, local, and regulatory requirements for the hiring and employment of all.

Respondent should indicate in their proposal the minimum starting hourly wage to be paid to custodial staff and the expected average hourly wage.

2.9 Uniforms

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

Uniform shirts shall be a distinct color and style or styles, which shall be presented to, reviewed, and approved by LSU.

- Custodial Supervisors should have a different uniform style/color/design than the custodial personnel.
- Shirts may be either polo (short sleeve) or button-down style. All shirts must be clean and free of stains or markings as personal appearance is highly visible and a primary aspect of guest interactions.
- Custodial Personnel shall be required to wear standard color (Khaki or black) style pants, shoes, and jackets (if needed).
- Shoes and belts must be black and of standard uniform style.
- Standard issued hats, visors, or unique headwear is required based on the event and approval of LSU Athletics.
- Custodial personnel must be trained in proper uniform protocol and etiquette.
- Supplier should have uniforms for all weather conditions and the ability to provide company identifiable jackets and/or pullovers for outdoor events to maintain staff
- Supplier should be prepared to provide rain ponchos or some form of weather proof support for staff working outdoor events as staff may be required to work in the elements.
- Supplier will not wear anything controversial (as determined by LSU Athletics); items such as non-LSU collegiate fan gear or promotional items, any political or religious buttons or items that may be considered advertising or “in your face.” LSU Athletics reserves the right to request the Supplier have the personnel remove the article in question or have the personnel removed from the assignment.
- Supplier company name must be on all uniform items and displayed at all times.

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

Staff should have an identifying number that is visible from a distance as to identify staff working in highly congested areas. A numbering system is recommended because having a highly visible distinction will assist management in identifying and communicating with specific custodial workers. Suppliers are welcome to propose an alternate method to the numbering system and it may be accepted through mutual agreement.

Appearance

Personnel shall maintain a clean and neat appearance:

- Personnel will be asked to smile while at work
- Hair must be kept neat and clean – combed and not considered messy or unkempt or fall in front of face.
- Fingernails should be clipped neatly and not be a distraction or prevent from doing the job required

- No excessive jewelry that might be considered distracting is allowed
- Because custodial personnel are required to interact with customers/guests at events, each personnel should maintain a pleasant body odor. Smokers should use breathe mints as the smell of smoke can be offensive to some and considered nauseating.

Personnel should not have any visible face or neck tattoos or any extreme piercing or body art that may be deemed objectionable by the average person. LSU Athletics reserves the right to determine what constitutes “objectionable.”

2.10 Parking

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

LSU Athletics will make a good faith attempt to provide sufficient parking permits (at Supplier’s own cost) for key personnel as agreed through preseason coordination meeting. It is the Supplier’s responsibility to remind their staff that traffic varies per game, and late check in’s shall result in a deficiency so personnel must allow sufficient time to report for duty. See link for more information on parking, <https://www.lsu.edu/parking/>.

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

2.11 Required Equipment

Unless otherwise stated in these specifications, the Supplier will be required to furnish all labor, equipment, materials, supervision, services and supplies (with the exception of all expendable items like hand soap, paper towels, toilet tissue, trash bags) necessary to perform this contract for all events in all venues. This includes trucks, trailers and trash holler carts to transport trash to designated location denoted by Athletic Facilities personnel working the clean-up with the Supplier.

LSU Athletic Facilities personnel will be on site to inventory the expendable supplies as they are given to the aTT for each cleaning. Supplier shall not remove any materials from the supply room without approval from Athletic Facility staff.

- Supplier will be required to provide all transportation (golf carts, lifts, sweepers, blowers, etc.) needed to properly perform the specified jobs.
- Supplier will be solely responsible for supplying all equipment, machines and scrubbers, etc. to be used for cleaning along with supplies including but not limited to cleaning chemicals, mops, brooms, etc. and for the performance of this contract.
 - Supplier will be responsible for furnishing the LSU Athletics with all Material Safety Data Sheets applicable to the products and chemicals being furnished by Supplier under this contract. All products and chemicals used to provide services in this contract must be used in accordance with the safety methods set forth on the

Material Safety Data Sheets. All products, chemicals, and application devices must be disposed of and or cleaned in accordance with the methods set forth on the Material Safety Data Sheets or as governed by Local, State or Federal laws. The Contractor shall be responsible for the education and compliance of all staff members in the safe use, handling, and disposal of all products, chemicals, and application devices as related to the Material Safety Data Sheets.

- Backpack blowers, sweepers, scrubbers, etc. must be checked by Supplier prior to use on any LSU athletic premises. Any leaks or damage caused by faulty equipment will be the Supplier's responsibility to repair and/or clean.
- Gas powered equipment is not allowed in indoor cleaning functions

2.12 Supplier Requirements

The following are requirements of the Supplier during the term of the contract:

- Supplier is to be, in all respects, an independent Supplier and none of his staff are to be regarded as employees of the University. Any subcontractors being utilized to complete part or all of the above described work must be approved by LSU Athletic Facilities prior to work taking place. If approved, the Supplier will take full responsibility for subcontractor.
- Supplier is to contract for goods, services and employment in the supplier's name and not implicate the University directly or by inference in any transactions.
- Supplier is to report to LSU Athletic Facilities representative, in writing, anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc. immediately upon findings.
- The LSU Athletic Facilities representative is to at all times have access to all areas of work in progress.
- Checklists will be utilized to verify that all aspects of these specifications are met for each cleaning at each venue. Should any items not completed on the checklist be remain uncompleted by the agreed upon deadline, a deficiency shall be filed with the University.
- Any deficiencies within the contract will be reported. Deficiencies include but are not limited to: Failure to complete tasks as specified, inappropriate conduct of staff, less than the required number of workers onsite for an event, etc. The Supplier will be notified of the deficiency with an opportunity to remedy the situation.
- Louisiana State University is a tobacco free campus and this policy shall be adhered to in all athletic venues. No personnel shall use tobacco products while on duty or while on campus.
- There shall be no workers, including supervisors, in the seating area at any point during a game day other than for working purposes.
- Dumpster locations change frequently, examples of some locations will be given in the pre-proposal conference, but otherwise will need to be discussed with the Athletic Department upon award. For example if a dumpster is full and trash cannot be added to please notify an Athletic Department representative.
- LSU reserves the right to utilize any or all line items on the awarded contract as deemed necessary per event. LSU reserves the right to utilize this contract for other Athletic organizations or university departments.

2.13 Drug Testing

All custodial personnel must agree to federal, state, and local mandated drug testing and agree to random drug testing as a condition of their employment under this contract.

2.14 Business Review

Twice annually the University & Supplier will conduct a self-evaluation of this contract. The evaluation will include but not be limited to the following:

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

Third party evaluation may be used to help provide measurable information.

2.15 Office and Administration

LSU Athletics will provide the Supplier with adequate facility space and a basic office setup. Supplier should provide a list of specific needs for startup – included equipment, phone and data required to meet the specifications of service.

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SECTION 3: EVALUATION

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

Evaluation Criteria	Possible Points
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 4)	10
TECHNICAL PROPOSAL (Section 5)	48
FINANCIAL PROPOSAL (Section 6)	30
VETERAN AND HUDSON INITIATIVE (Section 7)	12
Total Possible Points	100

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

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

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

3.1 Evaluation and Selection

3.1.1 Evaluation Team

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

3.1.2 Review and Evaluation (Points based on current RFQQ requirements)

The University reserves the right to accept or reject any Proposals and waive any informality in any Proposal submitted. All Proposals will be reviewed based on the criteria set forth in this document (Section5: Evaluation).

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SECTION 4: RESPONDENT QUALIFICATIONS AND EXPERIENCE

4.1 Management Proposal

In this section, the Respondent will provide general information about the company's background and experience. This narrative should include the Respondent's legal structure (i.e., an LLC, a corporation), Federal tax identification number, principal place of business, where incorporated or otherwise legally established, and location of US headquarters, if different.

The Respondent shall provide a detailed summary of its plan to engage Diverse Suppliers through the delivery of the scope of work stated throughout this proposal, including a firm commitment to a specific percentage utilization of Diverse Suppliers for potential incorporation into the Agreement.

We also seek information on the names, titles and tenure of the top officers of the company (or its subsidiary responsible for this project), the company's organizational structure (i.e. org chart) showing management hierarchy from the President or CEO of the company to the General Manager. Include names, titles and departments that report to each person on the chart, number of years in business, any change in ownership within the past ten years (or any forthcoming changes) and the average number of employees for each of the past three years by category. Respondent will also indicate on chart key personnel or senior managers for each of the following areas: Customer Service, Finance, Human Resources, Training, and Safety.

Respondent will also provide a list of offices and locations that could potentially provide support for services at LSU and all applicable certifications and any relevant industry standards achieved.

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

4.2 Respondent Financial Information

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

4.3 Subcontractor Information

For each subcontractor or other third party, the Respondent should provide information as outlined in the Management Proposal (Section 4.1) of SECTION 4: RESPONDENT QUALIFICATIONS AND EXPERIENCE and should also include:

- A description of Work to be subcontracted to and/or products to be provided by third parties,
- A description of the nature and duration of previous relationships of the proposed subcontractors and/or third parties with the Respondent,
- An explanation of any existing contractual relationships between the Respondent and proposed subcontractors, or among proposed subcontractors.

4.4 Respondent Qualifications

It is preferred that the Respondents have a minimum of (5) consecutive years' experience providing custodial services to a college, university, or professional sports venue. Additional consideration will be given to the Respondent that provides a detailed summary and description of relevant custodial services experience over the last five (5) years illustrating how the submitted references are similar to the proposed custodial operations at Louisiana State University.

4.5 Respondent Experience

Minimum of three (3) qualified references comparable in scope must be submitted with Proposals.

The three minimum qualified references should clearly illustrate that the Respondent has the capabilities and experience to perform the work as outlined in this RFQQ and associated documents.

The three references provided must be within the last five (5) years affirming such experience) OR there can be a minimum of one reference for an athletic institution venue that is within the last 5 years, but the successful Respondent must have cleaned at least three athletic venues at that one institution. For example: if the Respondent has only worked at Alabama in the past 5 years, they must have cleaned the football stadium as well as 2 other sporting venues during that time period.

A minimum of one (1) reference must be a professional sport team or a power five athletic department.

There must be at least one sporting venue that has a minimum seating capacity of at least 90,000 people.

All submitted references will be evaluated based on relevancy to service requirements and quality of service delivered.

Respondent should include name of person(s) for each reference, title, and phone number/email to contact, type of facility, approximate square footage or capacity, length of period employed at facility, type of services performed at each facility.

4.6 General Manager Experience

It is preferred that the general manager of the account will have 4 year college degree and 5 years custodial management experience or 10 years custodial management relative experience.

Manager shall have strong decision making abilities and capability to understand the environment and make changes as needed in the field.

Proficient in using internet applications, email, MS Word, MS Excel, general competence with technology and understanding of the latest industry trends.

Provide all relevant information regarding the background of the proposed site general manager.

Respondent must submit a copy of the proposed manager's resume with their Proposal. If a specific individual has not been identified, Respondent must provide a detailed job description with their Proposal.

4.7 Terminated Contracts

Respondent must submit with proposal a list of the following information for custodial service contracts during the last twenty-four (24) months that have been terminated prior to contract end date for any reason.

- Customer Name
- Description of Service
- Dates of Service
- Contact Name, Phone, Fax, Email, Mailing Address
- Reason for Service Termination

Prematurely terminated contracts may be considered when evaluating Respondent's service delivery capabilities.

4.8 On Site Organizational Structure

An adequate number of staffing must be assigned to this account to meet the requirements of this RFQQ. Respondent shall submit with proposal a sample of a proposed onsite organizational structure for this contract.

Respondent will work with LSU Athletics after award to build an organizational structure to meet the operational and management needs for this operation.

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SECTION 5: TECHNICAL PROPOSAL

5.1 Startup Plan

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

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

- Date general manager will be hired and/or assigned to LSU Athletics
- Hiring and/or assignment of all other management, administrative, and support personnel.
- Dates for hiring all custodial personnel
- Target dates for training for custodial personnel
- Identify timeline for setting up operation in Baton Rouge

5.2 High-Demand Operational Plan

LSU Athletics hosts multiple events throughout the year and these events sometimes overlap. **Respondent must provide in the submitted proposal an example of a multiple event date in which personnel were assigned to working several positions at different venues.**

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

Respondents may provide a description of the company's approach and/or operational plan that addresses the high demand of service.

After the contract is awarded, the winning Respondent will provide a plan that shall be specific for LSU and must show that LSU Athletics is the priority event for the staff in the area.

5.3 Sample Uniform

Respondent must submit a color picture or a detailed description of a sample uniform with Proposal.

5.4 Personnel/Staff Training Manual

Supplier shall provide each custodial personnel with a training manual that includes all personnel information, company forms, LSU policies and procedures, behavior requirements, safety requirements, maintenance requirements, reporting procedures, accident procedures, policies

and procedures with respect to drug and alcohol testing (initial testing and frequency of ongoing and random testing), and guest interaction requirements and protocols.

Respondent must provide LSU a copy of a training manual used at a previous University or employer in submitted Proposal response.

Supplier shall provide Louisiana State University with a copy of the LSU specific training manual within 60 (sixty) days of contract signature.

5.5 Radios and Communications Devices

Respondent's supervisory-level personnel must be on the job site each day cleaning is performed and must be accessible to the University's representative. These personnel must have 2-way radio capability to communicate with his/her staff. The Respondent will be responsible for providing their own radios and/or handheld two-way communicating devices to custodial personnel at no expense to LSU.

In addition, the Respondent will be responsible for having a communications plan for each venue and event. The Respondent must provide radios (and/or a communications device) to custodial personnel in key areas. LSU Athletics and the Supplier will meet during the preseason and mutually agree on the key areas that need radios. The Supplier shall agree to adhere to frequency coordination during events and the requirements set forth by the LSU Athletics Technical Services department.

Respondent must provide a copy of their communications plan with the submitted Proposal response.

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SECTION 6: FINANCIAL PROPOSAL

The following financial criteria will be evaluated:

The maximum number of points awarded for this criterion will be 30. The Respondent that provides the lowest total cost in the Total Proposed Cost (TPC) for all services will be awarded the full points. Points for other Respondents shall be prorated based on the cost for each Respondent compared to the lowest cost Respondent. Prices proposed by the Respondents shall be submitted on the cost schedule furnished in Attachment G- Financial Sheet. Prices proposed shall be firm.

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

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

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

Where: BCS = Computed cost score (points) for Respondent being evaluated
 LPC = Lowest proposed total cost of all Respondents
 TPC = Total cost of Respondent being evaluated
 FPP = Financial Proposal Points

Failure to complete Attachment G- Financial Sheet in its entirety will result in a score of zero for the financial Proposal section. **Prices must be submitted for all 5 years, however, award will be based on prices submitted for years 1-3. Prices for years 4 and 5 are for pricing proposes. **

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

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SECTION 7: VETERAN AND HUDSON INITIATIVE

Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Twelve percent (12%) of the total evaluation points in this RFQQ are reserved for Respondents who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Respondents' evaluation score as follows:

Respondent Status and Allotment of Reserved Points

- If the Respondent is a certified Veterans Initiative small entrepreneurship, the Respondent shall receive points equal to twelve percent (12%) of the total evaluation points in this RFQQ.
- If the Respondent is a certified Hudson Initiative small entrepreneurship, the Respondent shall receive points equal to ten percent (10%) of the total evaluation points in this RFQQ.
- If the Respondent demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Respondent shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

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

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ATTACHMENT A - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specification of the Request for Quote and Qualifications (RFQQ), including attachments/exhibits.

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

Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: (_____) _____

Facsimile Number with area code: (_____) _____

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

By its submission of this Proposal and authorized signature below, Respondent certifies and agrees that:

- The information contained in its response to this RFQQ is accurate;
- Respondent complies with each of the mandatory requirements listed in the RFQQ and will meet or exceed the functional and technical requirements specified therein;
- Respondent accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQQ;
- Respondent has considered all Proposals submitted from qualified, potential subcontractors and Suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or Supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel;
- Respondent has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions;
- All Proposals will be considered valid until award is made; and,
- Respondent understands that if selected as the successful Respondent, he/she will **have seven (7) calendar days** from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract/s document.
- The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Respondent certifies, by signing and submitting a Proposal, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR PART 200. (A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.)

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Respondent's Authorized Representative:
(Signature MUST be Hand signed and should be in Blue ink)

DATE

ATTACHMENT B – SAMPLE PARTICIPATION AGREEMENT
LOUISIANA STATE UNIVERSITY
PARTICIPATION AGREEMENT

BETWEEN
(*“Supplier Name”*)
AND
Louisiana State University

This Participation Agreement (**“Agreement”**) is made and entered into this ____ day of _____, 20__ (**“Effective Date”**) by and between _____ (**“Supplier”**) and Louisiana State University (**“LSU”**).

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

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

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

1. INCORPORATION OF AGREEMENT.

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

2. TERM AND TERMINATION.

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

3. PAYMENT TERMS.

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

4. REPORTING.

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

5. NOTICES.

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

With a copy to: "Supplier Name"

If to Supplier:

Attn: _____

With a copy to:

Louisiana State University
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Attn: Sally McKechnie, Assistant Vice President
Procurement & Property Management

6. GOVERNING LAW

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

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

LOUISIANA STATE UNIVERSITY

[NAME OF SUPPLIER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT C - VETERAN/HUDSON INITIATIVE VERIFICATION

The following section must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation must be submitted with the Proposal clearly labeled within this section. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Respondent is a certified small entrepreneurship. ☐ **YES** ☐ **NO**

If yes, provide Certificate Number and any supporting documentation:

Certification Number: _____

2. Respondent is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors.
☐ **YES** ☐ **NO**

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

a. Company Name:

Address:

Phone Number:

Certification Number:

Amount of Subcontract:

b. Company Name:

Address:

Phone Number:

Certification Number:

Amount of Subcontract:

c. Company Name:

Address:

Phone Number:

Certification Number:

Amount of Subcontract:

d. Company Name:

Address:

Phone Number:

Certification Number:

Amount of Subcontract:

3. Respondent made “good faith” efforts to subcontract with certified small entrepreneurs.

☐ **YES** ☐ **NO**

If yes, then supporting documentation must be clearly labeled and attached.

a. Company Name:

Address:

Phone Number:

Certification Number:

b. Company Name:

Address:

Phone Number:

Certification Number:

c. Company Name:

Address:

Phone Number:

Certification Number:

ATTACHMENT D - SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _____

COUNTY/PARISH OF _____

On the _____ day of _____, 20____, at a meeting of the Board of Directors of

_____, a corporation,

held in the City of _____, State of _____,

with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced corporation do hereby authorize
(Name and Title) _____

and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable,
a contract or contracts with the Louisiana State University and Agricultural and Mechanical College, with
the effective date of _____, and to execute said documents on behalf of
the corporation, and further, we do hereby give him/her the power and authority to do all things
necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the
Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a
meeting of the Board of Directors of _____

HELD ON THE _____ DAY OF _____, 20__.

Secretary

By: _____
(Signature)

Print Name

Title

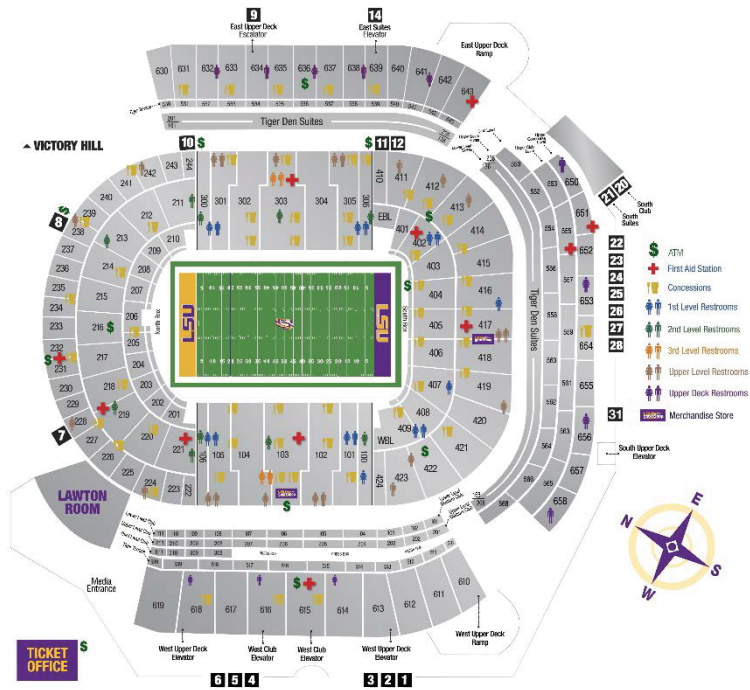
Date

ATTACHMENT E- VENUE DIAGRAMS

PMAC



Tiger Stadium

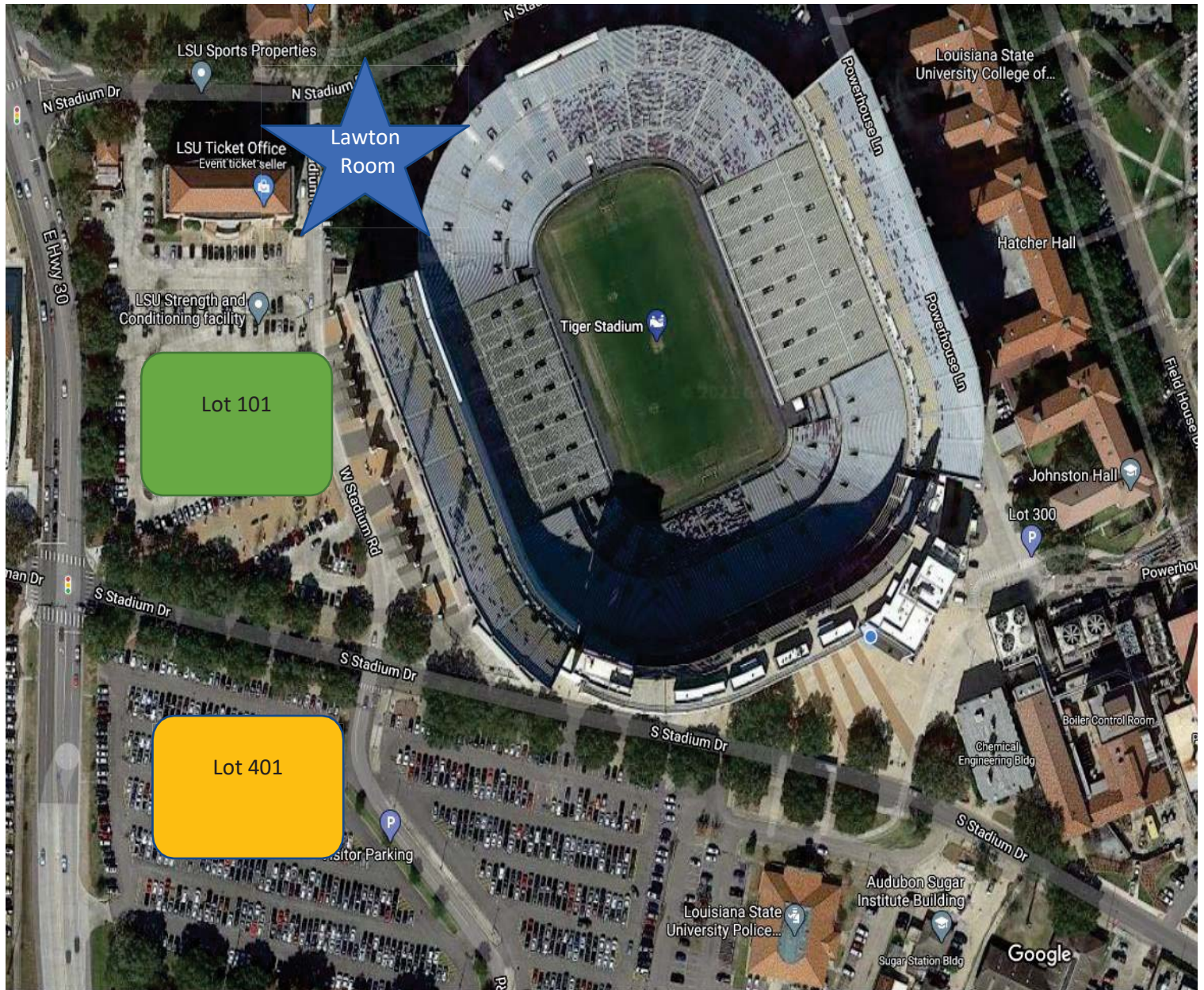


ATTACHMENT E- VENUE DIAGRAMS (continued)

Alex Box



ATTACHMENT F- MANDATORY PRE-PROPOSAL CONFERENCE MAP



Attachment G- Financial Sheet

ITEM	VENUE	DESCRIPTION	QTY	UNIT	Year 1		Year 2		Year 3		Year 4		Year 5	
					UNIT COST	EXT COST	UNIT COST	EXT COST	UNIT COST	EXT COST	UNIT COST	EXT COST	UNIT COST	EXT COST
1	Tiger Stadium	Gameday Cleaning At Tiger Stadium	7	EA										
2	Tiger Stadium	Post Gameday/ Game Prep Cleaning At Tiger Stadium	7	EA										
3	Alex Box	Gameday/ Post Game Cleaning	40	EA										
4	Alex Box	Post Game Hosing/Picking/Blowing of Seating Areas	1	EA										
5	Alex Box	Post Season cleaning	1	EA										
6	PMAC	Men's Basketball/ Gymnastics Event Cleaning	24	EA										
7	Tiger Stadium	Special Event - 100%	1	EA										
8	Tiger Stadium	Special Event - 75%	1	EA										
9	Tiger Stadium	Special Event- 50%	1	EA										
10	Tiger Stadium	Special Event - 25%	1	EA										
11	Alex Box	Special Event - 100%	1	EA										
12	Alex Box	Special Event - 75%	1	EA										
13	Alex Box	Special Event- 50%	1	EA										
14	Alex Box	Special Event - 25%	1	EA										
15	PMAC	Special Event - 100%	1	EA										
16	PMAC	Special Event - 75%	1	EA										
17	PMAC	Special Event- 50%	1	EA										
18	PMAC	Special Event - 25%	1	EA										
19	All Facilities	Hourly Pricing - Labor	500	HR										
20	All Facilities	Hourly Pricing - Supervisor	50	HR										
		Totals												
		Total for Year 1: _____												
		Total for Year 2: _____												
		Total for Year 3: _____												
		Total for Year 4: _____												
		Total for Year 5: _____												
		*Prices must be submitted for all 5 years, however, award will be based on prices submitted for years 1-3. Prices for years 4 and 5 are for pricing proposes.												

Attachment H- 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").

ARTICLE I TERM

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

ARTICLE II SCOPE OF SERVICES

- 2.0** In accordance with the specifications outlined in the RFP document, Attachment I provides the scope of services, tasks, and deliverables the University requires of the Supplier.

ARTICLE III SUPPLIER OBLIGATIONS

3.0 Supplier Personnel Requirements

- 3.1** Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.
- 3.2** Supplier shall conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Supplier cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.
- 3.3** The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University subject to Supplier's Termination policy and procedure provided that such termination is in accordance with all applicable laws and any collective bargaining agreements.
- 3.4** Supplier shall provide a letter certifying that criminal history checks have been conducted on all employees providing service, as well as requiring that Non-profit Organizations have proper

background certifications. As team members are added throughout Agreement term, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies. All Supplier employees shall wear identification tags provided by Supplier.

- 3.5 None of the work or services covered by this Agreement shall be subcontracted without prior approval of University. Supplier may, at its expense and with University approval adopt a program to enter into subcontract arrangements with various local community service clubs and other non-profit organizations to staff certain concession stands at athletic events. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days. In the event that approval is not given with seven days, proposed subcontract will be deemed approved by University. Supplier will ensure any representatives of such clubs and organizations will be suitably uniformed, trained and supervised in accordance with the requirements otherwise imposed hereunder on Aramark with regard to its employees.

ARTICLE IV

UNIVERSITY OBLIGATIONS

4.0 University Obligations

- 4.1 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews.
- 4.2 The University will provide Campus mail services, under policies and rules governing its use as provided for in PS-91.
- (<http://sites01.lsu.edu/wp/policiesprocedures/policies-and-procedures/>)

ARTICLE V

CONTRACT MODIFICATIONS

5.0 Contract Modifications

- 5.1 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.
- 5.2 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.

ARTICLE VI

FUND USE

- 6.0** 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.

ARTICLE VII

HEADINGS

- 7.0** Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

ARTICLE VIII

DIVERSITY

- 8.0** Diverse Suppliers

LSU is committed to fostering innovation and entrepreneurship by using diverse suppliers. A summary of the University's commitment to diverse suppliers can be found at the following link:
<https://www.lsu.edu/administration/ofa/procurement/supplierdiversity/index.php>.

To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

ARTICLE IX

TERMINATION

- 9.0** Termination

- 9.1** 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.

- 9.2 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.
- 9.3 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.

ARTICLE X

OWNERSHIP

10.0 Ownership

- 10.1 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.

ARTICLE XI

INDEMNIFICATION

11.0 Indemnification

- 11.1 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.
- 11.2 Supplier shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Supplier, its agents, employees, partners or Subcontractors in the performance of this contract, without limitation; provided, however, that the Supplier shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.
- 11.3 Supplier will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims

judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Supplier: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Supplier's sole expense, and (iii) assistance in the defense of any such action at the expense of Supplier. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Supplier, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

- 11.4 The Supplier shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Product, Material, or Service; ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Supplier; iii) University's use in other than the specified operating conditions and environment.
- 11.5 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Supplier believes that it may be enjoined, Supplier shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.
- 11.6 The University may, in addition to other remedies available to them at law or equity and upon notice to the Supplier, retain such monies from amounts due Supplier, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ARTICLE XII

UNIVERSITY NAME AND LOGO USE

- 12.0** 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.

ARTICLE XIII

USE OF UNIVERSITY FACILITIES

- 13.0** 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.
- 13.1 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.

- 13.2 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.

ARTICLE XIV

FACILITY AND CONSTRUCTION OVERSIGHT

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

ARTICLE XV

WAIVER

- 15.0 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.

ARTICLE XVI

WARRANTIES

- 16.0 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.

ARTICLE XVII

TAXES

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

ARTICLE XVIII

DISCRIMINATION CLAUSE

- 18.0** 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.

ARTICLE XIX

LICENSES AND PERMITS

- 19.0** 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.

ARTICLE XX

SUBCONTRACTORS

- 20.0** 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.

ARTICLE XXI

INSURANCE

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

Workers' Compensation

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

Commercial General Liability (CGL)

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

Automobile Liability

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

Excess Insurance

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

Other Insurance Requirements**Additional Insured Status**

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

Waiver of Subrogation/Recovery

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

Primary Coverage and Limits of Insurance

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

Subcontractors

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

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

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

Special Risks or Circumstances

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

**ARTICLE XXII
PAYMENT TERMS**

22.0 Payment Terms

- 22.1 The University shall pay Supplier for services rendered in accordance with the Recovery Services Cost Schedule set forth in Attachment II of this RFP. If pricing is not available on the schedule, then the price shall apply as listed on the proposer's standard cost schedule, which must be submitted with the proposal. The Supplier may invoice the fixed cost outlined in Attachment II to the University quarterly (for one-fourth of the annual contract cost). The Supplier may invoice the University monthly for labor, equipment, and materials charges associated with a loss. These invoices are subject to a review and audit by the University's designated property adjuster before payment. Payments will be made by University check or electronic funds transfer within approximately sixty (60) days after receipt of a properly executed invoice, and approval by University. Invoices submitted without supporting documentation will not be approved for payment until the supporting information is provided.
- 22.2 Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

**ARTICLE XXIII
SUBSTITUTION OF PERSONNEL**

- 23.0** 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.

**ARTICLE XXIV
NOTICES**

- 24.0** 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:

Sally McKechnie, CPO
Assistant Vice President for Procurement & Property Management
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2176
Fax: 225-578-2292

With copy to:

Michele Montero
Associate Director of Procurement
LSU Procurement
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: 225-578-2035
Fax: 225-578-2292
Email: mmontero@lsu.edu

**ARTICLE XXV
ASSIGNMENT**

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

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

**ARTICLE XXVI
CODE OF ETHICS**

- 26.0** 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.

ARTICLE XXVII
CONFIDENTIALITY

- 27.0** 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.

ARTICLE XXVIII
INFORMATION SECURITY

- 28.0** 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.

ARTICLE XXIX
CONTRACT CHANGES

- 29.0** 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.

ARTICLE XXX

CONTRACT CONTROVERSIES

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

ARTICLE XXXI RIGHT TO AUDIT

- 31.0** 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.

ARTICLE XXXII SECURITY

- 32.0** 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

ARTICLE XXXIII ANTI-KICKBACK CLAUSE

- 33.0** 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.

ARTICLE XXXIV CLEAN AIR ACT

- 34.0** 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.

ARTICLE XXXV ENERGY POLICY AND CONSERVATION ACT

- 35.0** 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).

ARTICLE XXXVI

CLEAN WATER ACT

- 36.0** 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.

**ARTICLE XXXVII
ANTI-LOBBYING AND DEBARMENT ACT**

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

**ARTICLE XXXVIII
GOVERNING LAW**

- 38.0** 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

**ARTICLE XXXIX
SEVERABILITY**

- 39.0** 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.

**ARTICLE XL
COMMENCEMENT OF WORK**

- 40.0** 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.

**ARTICLE XLI
COMPLETE CONTRACT**

- 41.0** 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.

**ARTICLE XLII
ORDER OF PRECEDENCE**

- 42.0** The Request for Proposals (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 _____ 201__, 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

BY: _____
Sally McKechnie, CPO
*Assistant Vice President for Procurement & Property
Management*

THUS DONE AND SIGNED by Supplier in triplicate originals as of the _____ day of _____ 201__, 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

BY: _____
Signature

Title