

# LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER CENTER FOR ADVANCED LEARNING AND SIMULATION AUDIO/VISUAL SYSTEMS PURCHASE & INSTALLATION

# Special Conditions Bid #002515 Deadline for bid submission will be Thursday, January 27, 2022 @ 2:00 PM

# **SECTION 1 – BIDDING AND CONTRACT DOCUMENTS**

## **1.1 Definitions:**

**Bidder** – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term "Bidder" is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

**Service provider** – vendor that performs the services as specified herein. The term "Service provider" can also be used in the specification as an inclusive term that references the Service provider and all persons, Subservice providers, or other parties of interest acting on behalf of the Service provider in the performance of the contract as described in the specifications.

#### **1.2 Interpretation of Documents and Prior Approvals:**

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products, they may submit to Michael Williams e-mail at <u>MWIL34@LSUHSC.EDU</u> or fax to 504-717-2901 a written request for an interpretation or prior approval not later than NOON on Thursday, January 13, 2022. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

#### **<u>1.3 Pre-Bid Conference:</u>**

A mandatory Pre-Bid Conference will be will be held on Tuesday, January 11, 2022, beginning at 10:00 AM at the Allied Health/School of Nursing Building, room 138 (seminar room 1), 1900 Gravier Street, New Orleans, LA 70112. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements and intent of the contract and to receive comments and information from interested Bidders. No questions will be accepted at the pre-bid meeting. All questions must be submitted in writing and will be answered via addendum.

Attendance at the Pre-Bid Conference is required in order to submit a bid and failure to attend will be grounds for rejection of the bid. Anyone arriving 15 minutes after the start of the meeting will be disqualified from the bid. A representative of LSUHSC will have a sign-in sheet to verify the site visit. All bidders must visit the site to determine the scope of the job.

There will be a site visit immediately after the Pre-Bid Conference. Bidders must provide and are required to wear hardhats, closed toe shoes, safety vests, and face masks during site visit.

No allowances for previously existing site conditions will be made after the bid. It is the responsibility of the bidder to thoroughly inspect the site to determine any and all factors, which will affect the bid.

Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum

#### **<u>1.4 Bidder's Representation:</u>**

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda

#### **1.5 Bidding Procedure & Bid Submission:**

Bidders must properly complete and sign Bid, including all required attestations and addenda. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

#### These documents must be included with the bid:

1. INVITATION TO BID

- 2. BID BOND
- 3. ATTACHMENT A CERTIFICATION STATEMENT
- 4. ATTACHMENT B INDEMNIFICATION AGREEMENT
- 5. ATTACHMENT C EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
- 6. ATTACHMENT D AFFIRMATIVE ACTION COMPLIANCE
- 7. CERTIFICATE OF LIABILITY INSURANCE
- 8. APPENDIX C CONTRACTOR QUALIFICATION REQUIREMENTS
- 9. ADDENDA REQUIRING A SIGNATURE (if any are issued)

All bids are due by 2:00 PM, Thursday, January 27, 2022, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. Late bids will not be accepted, and will be returned unopened. It is the bidder's responsibility to make sure bids are delivered before the bid opening. Fax or e-mail bids will not be accepted. Delays by mail, traffic, or any other reason will be at the bidders own risk. The bid package must be delivered at the Bidder's expense to:

Michael Williams – Senior Buyer Louisiana State University Health Sciences Center – New Orleans 433 Bolivar Street, Room 623 New Orleans, LA 70112 Phone: (504) 568-6261

# BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

#### **<u>1.6 Bid Bonds & Performance Bonds:</u>**

All bidders must submit a bid bond with their bid in the amount of not less than 5% of their bid. Per the Louisiana Administrative Code Title 34: Part V Procurement Section 323 Bid Guaranty and Bond, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

The selected bidder must provide a performance bond no later than 10 days after the notice of award. Per the Louisiana Administrative Code Title 34: Part V Procurement Section 323 Bid Guaranty and Bond, Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. 2. No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. If a performance bond has been required, the requirement cannot be waived, unless otherwise allowed by Louisiana statutes.

#### **<u>1.7 Minimum Insurance Requirements:</u>**

Selected bidder(s) shall maintain the following minimum insurance coverage throughout the duration of the contract:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

A Certificate of Liability Insurance must be provided with bid. For further insurance requirements and provisions, see Attachment E – Insurance Requirements.

# **1.8 Calendar of Events:**

| <u>Event</u>                              | <u>Date</u>      |
|---|------------------|
| ITB Announcement                          | January 4, 2022  |
| Pre-Bid Conference (Mandatory) (10:00 AM) | January 11, 2022 |
| Written Inquiry Deadline (12:00 Noon)     | January 13, 2022 |
| Issue Responses to Provider Inquiries     | January 14, 2022 |
| Bid Submission Deadline (2:00 PM)         | January 27, 2022 |
| Bid Award & Notification                  | January 28, 2022 |

NOTE: LSUHSC reserves the right to amend and/or change this schedule of ITB activities, as it deems necessary.

#### **1.9 Compliance with Applicable Laws and Regulations:**

Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

#### **<u>1.10 Resolving Contract Disputes:</u>**

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

#### **<u>1.11 Late Payment Policy:</u>**

State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the  $91^{st}$  day after the due date.

#### **1.12 Bid Documents & Specifications:**

Refer to this website for the Invitation to Bid, specifications, drawings, and equipment/parts list:

https://www.lsuhsc.edu/administration/SupplyChain/cals\_av\_bid\_002515.aspx

# **1.13 Additional Clarifications To Specifications:**

A. Progress payments will not be allowed.

**B.** Liquidated damages in the amount of \$500 per day will be imposed beyond the 180 days allowed for the installation (unless a time extension is granted during this period).

**C.** Project duration is 180 days.

**D.** This project is subject to access badging. LSUHSC will assist with procurement of badges for required personnel.

**E.** LSUHSC can provide limited storage for materials prior to installation. This must be coordinated in advance with LSUHSC Construction Coordinators. If areas are used for storage, they must be protected from damage and restored to original condition should any damage occurs.

F. There is site access for deliveries. There is a loading dock.

**G.** Trucks are allowed for deliveries. Loading dock and adjacent side street may be used for deliveries, pending coordination with LSUHSC Construction Coordinators.

**H.** There is no specified form for the bid bond.

**I.** This project is not subject to union wages/labor.

**J.** The selected service provider shall provide the Owner with a proposal to extend the Warranty to cover Year 2, Year 3, and Year 4 of operation. These offerings are to include all parts and all labor; all conditions and restrictions listed above apply. A form will not be provided.

K. On-site parking is not provided for this project.

**L.** Waste disposal is not provided for this project. The successful bidder is responsible for removal of all trash, pallets and packing debris from the site and shall conduct work in a clean and safe manner. Areas must be protected from damage and restored to original condition should any damage occur during waste removal.

**M.** A contractor's license is not required to submit a bid or provide services. Any references to the word "contractor" in bid documents and specifications shall be replaced with "service provider". The bid is governed under Louisiana RS 39:1551 -1755.

#### **ATTACHMENT A: CERTIFICATION STATEMENT**

**OFFICIAL CONTACT.** The State requires that the Provider 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): Date: \_\_\_\_\_\_ Official Contact Name: \_\_\_\_\_\_

A. E-mail Address:

B. Facsimile Number with area code: (\_\_\_\_)\_\_\_\_

- C. US Mail Address: \_\_\_\_\_
- D. Telephone Number: \_\_\_\_\_

Provider certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Provider certifies that:

- (1) The information contained in its response to this RFQ is accurate;
- (2) Provider warrants that, to the best of his/her/its knowledge and belief, there are no relevant facts which could give rise to organizational conflicts of interest or that the Provider has disclosed all potential or actual organizational conflicts of interest. The Provider agrees that if it becomes the Selected Provider and an organizational conflict of interest with respect to this contract is then discovered, an immediate and full disclosure in writing shall be made to the LSUHSC-NO which shall include a description of the action which the Provider has taken or will take to avoid or mitigate such conflicts. In the event that the successful Provider knowingly failed to disclose a conflict, LSUHSC-NO may immediately terminate the contract for default. Provider certifies that its personnel, who perform work under this contract, have been informed of their obligations to report personal and organizational conflicts of interest to the Provider. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.
- (3) Provider complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the deliverables specified therein;
- (4) Provider accepts the procedures, contract terms and conditions, and all other administrative requirements set forth in this RFQ.
- (5) Provider's quote is valid for at least ninety (90) days from the date of Provider's signature below;

| Authorized Signature:  |        |      |
|------------------------|--------|------|
| Typed or Printed Name: |        |      |
| Title:                 |        |      |
| Company Name:          |        |      |
| Address:               |        |      |
| City:                  | State: | Zip: |

## **ATTACHMENT B - INDEMNIFICATION AGREEMENT**

The Selected Provider/Subservice provider agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Selected Provider/Subservice provider, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subservice provider, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/Subservice provider agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant, or the property of the Selected Provider, other service providers or subservice providers, LSUHSC-NO, or other persons.

| Accepted by:   | Company        |          |     |    |  |
|----------------|----------------|----------|-----|----|--|
|                | Name           |          |     |    |  |
|                | Signature      |          |     |    |  |
|                | Title          |          |     |    |  |
|                | Date           |          |     |    |  |
| Is Certificate | of Insurance A | ttached? | Yes | No |  |

# ATTACHMENT C: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (service provider or vendor) agrees as follows:

- (1)The Service provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Service provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2)The Service provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3)The Service provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Service provider's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Service provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5)The Service provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6)In the event of the Service provider's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Service provider may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Service provider will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subservice provider or vendor. The Service provider will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Service provider becomes involved in, or is threatened with, litigation with the subservice provider or vendor as a result of such direction by the contracting agency, the Service provider may request the United States to enter into such litigation to protect the interests of the United States.

#### Assurance

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Vendor

By:

Name and Title (must be signed by an authorized Executive Official)

Date:

#### ATTACHMENT D: AFFIRMATIVE ACTION COMPLIANCE

(a) REQUIREMENTS OF PROGRAMS. In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subservice providers hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subservice provider's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subservice providers shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subservice provider as the case may be.

(b) UTILIZATION EVALUATION. The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) MAINTENANCE OF PROGRAMS. Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subservice provider's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

VENDOR: BY: (Must be signed by authorized executive official) TITLE:

DATE:

# ATTACHMENT E – INSURANCE REQUIREMENTS

#### **INSURANCE REQUIREMENTS FOR SERVICE PROVIDERS**

Service provider 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 Service provider, his agents, representatives, employees, or subservice providers.

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance
   Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- 3. Workers' Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### B. MINIMUM LIMITS OF INSURANCE

Service provider shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
- 2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- 3. Workers Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Service provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverage
- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Service provider; products and completed operations of the Service provider, premises owned, occupied, or used by the Service provider. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.
  - b. The Service provider's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Service provider's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
  - d. The Service provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Service provider for the University.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

#### E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those service providers whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

#### F. VERIFICATION OF COVERAGE

Service provider shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### ATTACHMENT F – Request For Supplier Diversity Certifications

Louisiana State University is committed to fostering innovation and entrepreneurship through the use of diverse suppliers and the goal of the diversity initiative is to identify, align, strengthen and connect with diverse suppliers.

If your company holds a small business and or supplier diversity certification(s) please email them to me for inclusion in our supplier database. Examples are listed below.

#### AbilityOne: formerly Javits-Wagner-O'Day or JWOD

Creates jobs and training opportunities for people who are blind or who have other severe disabilities. Javits-Wagner-O'Day Act of 1971, 41 U.S.C. 46-48c, the AbilityOne Program is a mandatory source of supply for Federal employees

#### **Disadvantaged Business Enterprise: DBE**

The US Department of Transportation offers the certification for small socially and economically disadvantaged businesses.

#### **Disabled Veteran Owned Small Business: DVOSB**

**Emerging Business Enterprise: EBE** 

#### Lesbian, Gay, Bisexual and Transgender-Owned Business: LGBTBE

#### **Minority-Owned Business Enterprise: MBE**

Certified by LA Minority Supplier Development Council; National Minority Supplier Development Council; other certification entities

# **Small Business Enterprise: SBE**

#### Small Disadvantaged business: SDB

Certified by the Federal Small Business Association

# Service- Connected Disabled Veteran-Owned Entrepreneurship: SDVB

Certified by the Louisiana Economic Development office

# Small & Emerging Business Development program: SEBD

Certified by the Louisiana Economic Development office

# Small Entrepreneurship/ Hudson Initiative: SE

Certified by the Louisiana Economic Development office

# Veteran Owned Small Business: VOSB

#### **Veteran Initiative/Veteran Owned Small Entrepreneurship : VSE** Certified by the Louisiana Economic Development office

# Woman-Owned Business Enterprise: WBE

Certified by the Women's Business Enterprise National Council, Women's Business Enterprise Council South; other certification entities

# **APPENDIX C**

Per Section 1.6 of the LSU Med Center Interim Hospital AV Systems Spec and Equipment Lists, Contractor Qualification Requirements: Bidder shall submit with the bid response evidence of his/her qualifications to perform the work specified. Contractor qualifications shall be the most current information available but not more than one-year-old. Submit one copy of documentation to both Owner and Consultant for review and approval. All contractor qualifications shall be communicated by way of the enclosed Contractor Qualification Requirements Form (APPENDIX C).

#### CONTRACTOR QUALIFICATION REQUIREMENTS

#### **Corporate Profile**

| Location of Corporate<br>Headquarters       |  |
|---|--|
| Number of Offices &<br>Locations            |  |
| Location of Office Assigned to this Project |  |

#### Staffing

| Total Number of Employees    |  |
|------------------------------|--|
| Number of Design Staff       |  |
| Number of Installation Staff |  |
| Number of Project            |  |
| Management Staff             |  |
| Number of Software           |  |
| Programming Staff            |  |

#### **Project Key Personnel**

| Project Executive          |  |
|----------------------------|--|
| Project Manager            |  |
| Systems Engineer/Designer  |  |
| Lead Installer             |  |
| Control Systems Programmer |  |
| Audio DSP Programmer       |  |
| Commissioning Agent        |  |
| Trainer                    |  |

#### Project Executive Resume

| Name                           |  |
|--------------------------------|--|
| Office Location                |  |
| Percentage of Individual's     |  |
| Time Allocated to this Project |  |
| Work History                   |  |
| Previous Project Experience    |  |
| Length of Employment           |  |
| Certifications                 | CTS CTS-D CTS-I RCDD PMP Certified Control System Programmer Certified DSP Programmer Others |

#### Project Manager Resume

| Name  |  |
|---|--|
| Office Location   |  |
| Percentage of Individual's<br>Time Allocated to this<br>Project |  |
| Work History  |  |
| Previous Project<br>Experience*                                 |  |
| Length of Employment  |  |
| Certifications  | CTS CTS-D CTS-I RCDD PMP Certified Control System Programmer Certified DSP Programmer Others |

\* The assigned Project Manager shall have at least 5 years experience with audiovisual projects of similar scope & scale.

#### Systems Engineer/Designer Resume

| Name                                   |                                     |
|--|-------------------------------------|
| Office Location                        |                                     |
| Percentage of Individual's             |                                     |
| Time Allocated to this                 |                                     |
| Project                                |                                     |
| Work History                           |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
| Previous Project                       |                                     |
| Experience*                            |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
| Length of Employment<br>Certifications |                                     |
| Certifications                         | CTS<br>CTS-D                        |
|  |                                     |
|  |                                     |
|  |                                     |
|  | Certified Control System Programmer |
|  | Certified DSP Programmer            |
|  | Others                              |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
| Crestron DM-NVX and DM-                |                                     |
| NVX-N certification numbers            |                                     |
| and expiration dates                   |                                     |

\* The assigned Systems Engineer/Designer shall have at least 5 years experience with audiovisual projects of similar scope & scale.

| Lead Installer Resume  |  |
|--|--|
| Name   |  |
| Office Location  |  |
| Percentage of Individual's   |  |
| Time Allocated to this   |  |
| Project  |  |
| Work History   |  |
| Previous Project   |  |
| Experience*  |  |
| Length of Employment   |  |
| Certifications   | CTS CTS-D CTS-I RCDD PMP Certified Control System Programmer Certified DSP Programmer Others |
| AVIXA/InfoComm<br>International CTS-I<br>certification or NSCA EST-<br>L2 (Electronic Systems<br>Technician) certification,<br>number, and expiration date |  |
| Crestron DM-NVX and DM-<br>NVX-N certification numbers<br>and expiration dates   |  |

#### **Control Systems Programmer Resume**

| Name   |                                     |
|--|-------------------------------------|
| Office Location  |                                     |
| Percentage of Individual's   |                                     |
| Time Allocated to this   |                                     |
| Project  |                                     |
| Work History   |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
| Previous Project   |                                     |
| Experience*  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
| Length of Employment   |                                     |
| Certifications   |                                     |
|  | CTS-D                               |
|  |                                     |
|  |                                     |
|  | PMP                                 |
|  | Certified Control System Programmer |
|  | Certified DSP Programmer            |
|  | Others                              |
|  |                                     |
|  |                                     |
|  |                                     |
|  |                                     |
| Crestron Certified   |                                     |
| Crestron Certified<br>Programmer, Crestron DM-                     |                                     |
| Crestron Certified<br>Programmer, Crestron DM-<br>NVX and DM-NVX-N |                                     |
| Programmer, Crestron DM-   |                                     |

#### Audio DSP Programmer Resume

| Name                       |   |
|----------------------------|---|
| Office Location            |   |
| Percentage of Individual's |   |
| Time Allocated to this     |   |
| Project                    |   |
| Work History               |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
| Previous Project           |   |
| Experience*                |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
| Length of Employment       |   |
| Certifications             |   |
|                            | CTS-D   |
|                            |   |
|                            |   |
|                            | PMP Control Control System Draggements  |
|                            | <ul> <li>Certified Control System Programmer</li> <li>Certified DSP Programmer</li> </ul> |
|                            | Others  |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
| QSC Q-SYS Level Two        |   |
| Training, certification    |   |
| number and expiration date |   |
|                            |   |
|                            |   |

#### **Commissioning Agent Resume**

| Name  |  |
|---|--|
| Office Location   |  |
| Percentage of Individual's<br>Time Allocated to this<br>Project |  |
| Work History  |  |
| Previous Project Experience                                     |  |
| Length of Employment  |  |
| Certifications  | CTS CTS-D CTS-I RCDD PMP Certified Control System Programmer Certified DSP Programmer Others |

#### **Trainer Resume**

| CTS CTS-D CTS-I RCDD PMP Certified Control System Programmer Certified DSP Programmer Others |
|--|
|  |

#### Resources

| Manufacturers' Line Card for<br>products Company is an<br>authorized distributor or<br>dealer. Include authorization<br>date<br>List of Manufacturers'<br>Technical Certifications or<br>Designations | Provide this as an attachment |
|---|-------------------------------|
| List of Manufacturers' for  | Provide this as an attachment |
| Whom the Company is an Authorized Service Center  |                               |
| List of Computer Software<br>and/or Systems that Will Be<br>Used on the Project   |                               |
| List of Contractor Owned<br>Test Equipment. Include<br>Manufacturer, Model, and<br>Software Version   |                               |