JOB TITLE: Tulane Disaster Emergency Recovery Services

RFP ISSUE DATE: June 22nd 2020

PROPOSAL DUE DATE: All proposals are due into the: Capital Projects and Real Estate office, 800 E. Commerce Road, Ste 201 by 2:00 pm on July 21st/2020

FROM: Tulane University ("Owner")
Capital Projects and Real Estate Group
800 E. Commerce Rd.
Suite 201
Harahan, LA 70123

Phone: N/A
Fax: N/A
E-mail: bomalle1@tulane.edu

PRE-PROPOSAL SITE VISIT: None

PRE-PROPOSAL CONFERENCE: Virtual
Date: July 7th, 2020- (Email for details)
Time: 
Location: Zoom Conference

REPRESENTATIVE: Direct all correspondence regarding these instructions to:
Name: Brian O Malley
Title: AVP Federal & Grant Services
Phone: N/A
Fax: N/A
E-mail: bomalle1@tulane.edu

FEDERAL FUNDING OR ASSISTANCE: This work will likely be federally funded, in part or in whole, by the Federal Emergency Management Agency ("FEMA") and therefore is subject to federal grant regulations at 2 C.F.R. Part 200.

SCOPE OF WORK: The scope of work is as provided in the proposed Contract Documents, included in Attachment 4 #, per the terms set forth in the form of Standard Form of Agreement of the Owner Attachment 3.

REPRESENTATIONS:
1. Each Offeror/Contractor by providing a proposal represents and warrants that:
1.1 Contractor has read and understands the Contract Documents and the proposal is made in accordance therewith.
1.1.1 Contractor has visited the work site or is otherwise familiar with the local conditions under which the Work is to be performed.
1.1.2 From its own investigation, Contractor has satisfied itself as to the scope, accessibility, nature and location of the Work and the character and extent of the work to be performed.
Contractor is advised to carefully consider all physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of Owner except as expressly permitted by the Contract Documents.

1.1.3 Contractor’s proposal is based solely upon the materials, systems and equipment described in the Contract Documents.

1.1.4 Contractor’s proposal is not based on any verbal instructions contrary to Contract Documents.

1.1.5 Contractor is fully qualified under any State or local licensing law for professionals in effect at the time and at the location of the Work before submitting its proposal. Contractor shall be responsible for determining that all of Contractor’s Subcontractors or prospective Subcontractors are duly licensed in accordance with applicable law.

1.1.6 Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age, handicap or veteran status. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin, age, handicap or veteran status. In the event of Contractor’s noncompliance with the Equal Employment Opportunity conditions or with any of such rules, regulations or orders, the contract may be cancelled, terminated or suspended in whole or in part. The “Equal Opportunity Clauses” set forth in 41CFR60-1.4a; 41CFR60-4; and 41CFR60-741 are hereby incorporated by reference in this document as though fully set forth herein.

1.2 Ethics and Compliance History

Tulane only seeks to do business with reputable companies that have a track-record of business integrity. As a result, Tulane will only consider a proposal from contractors that have a track-record of ethical and compliant conduct. An offeror should feel free to provide information demonstrating its track-record of ethical and compliant conduct, but through the submission of this proposal represents that neither it nor any of its principals (as those terms are defined in Title 2, Part 180 and Title 48, Part 9 of the Code of Federal Regulations):

1) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a Federal department or agency;

2) Has within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; for violation of a Federal or State antitrust statute; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Is presently under indictment for or otherwise been criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the immediately preceding paragraph.

1.3 Conflicts of Interest

1.3.1 Contractor shall disclose to Owner any actual or potential conflicts of interest (as that is defined at Title 2, Section 200.318 of the Code of Federal Regulations) that may arise under this Contract. Contractor shall explain the actual or potential conflict in writing in sufficient detail so that Owner is able to assess such actual or potential conflict. Contractor shall provide Owner any additional information necessary for Owner to fully assess and
address such actual or potential conflict of interest. Contractor shall accept any reasonable conflict mitigation strategy employed by Owner, including but not limited to the use of an independent subcontractor(s) to perform the portion of Work that gives rise to the actual or potential conflict.

1.3.2 Contractor has a continuing obligation to notify Owner of any actual or potential conflicts of interest as soon as possible, as such may arise, under the Contract or during the course of performance of any Work under the Contract.

1.4 Local and Small Business Representations
Offerors must complete the following representations. Unless otherwise stated below, terms in italics are subject to the definitions at 48 C.F.R. § 52.219-1. Check all that apply, however, additional instructions for completion are contained within the brackets.

1) Locally headquartered business. The offeror represents as part of its offer that it □ is, □ is not a locally (being within the New Orleans metropolitan area) headquartered business.

2) Locally operating business. [Complete only if the offeror represented that it is not a locally headquartered business in paragraph (2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a locally operating (having an office within the New Orleans metropolitan area) business.

3) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (3) of this provision.] The offeror represents, for general statistical purposes, that it □ is, □ is not a small disadvantaged business concern as defined in 13 C.F.R. § 124.1002.

5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (3) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

CONTRACT DOCUMENTS:

2.1 Interpretation or Correction of Contract Documents:
2.1.1 It shall be Contractor's responsibility to make inquiries as to any changes. All changes shall be acknowledged in issued Addendum and shall become part of the Contract Documents. Contractor is responsible for confirming prior to submitting its proposal that it has received all issued Addenda. Owner is not responsible for any explanation or interpretations of the Contract Documents not covered by written, issued Addendum.

2.1.2 Interpretations, corrections or changes of the Contract Documents made in any other manner will not be binding, and Contractor shall not rely upon such interpretations, corrections and changes.

PROPOSALS & EVALUATION PROCEDURES:
3.1 Form and Style of Proposals:
3.1.1 Proposals shall be submitted in the form as determined by the offeror subject to the conditions set forth herein.
3.2 Proposal Conditions:

The proposal format received from the respondent should be formatted as follows:

Cover Letter.

Cover Letter signed by the authorized representative of the respondent which includes the following:

a. Name and Location of the Respondent
b. Legal Address
c. Point of Contact for the Proposal
d. Federal and State Tax ID
e. Business and Professional Licenses and Certifications of the Firm
f. Annual Revenue
g. Number of Offices and Locations
h. Number of Employees
i. Statement of Capability to provide the services as defined in the Scope of Work Attachment 4.
j. Statement of commitment to the requirements for the respondent as listed in this RFP
k. Statement of availability to provide services to Tulane University for a period ending not later than December 31, 2022.

Company Background and Experience and Past Performance

a. The proposer should give a brief description of its company including a brief history, corporate, and other, structure and organization, number of years in business, and copies of its latest financial statements, preferably audited. The Proposer should provide a description of its organizations resources that would be available to support this project, such as facilities, tools, or auxiliary staff who have unique qualifications and experience. This section should provide a detailed discussion of the proposer’s prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

b. Three representative projects
   i. Client
   ii. Date
   iii. Type of Damage or Event
   iv. Type of Work – Services Provided
   v. Number of Personnel on the Project – (By Position)
   vi. Total Revenue or Project Value

c. References from past and current clients, to include points of contact for these references;

d. Statement indicating current and future contracts with FEMA or the State of Louisiana.
Project Methodology

The Proposer should provide:

1. Information to indicate Proposer understands the nature of the project and how their proposal will best meet the needs of the Owner.
2. Its functional approach in providing the scope of services as defined in Attachment 4.
3. Its functional approach in identifying the tasks necessary to meet the requirements of the scope of services.
5. Its proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables and staffing.

Cost Information

(Submit under separate cover; no pricing information should be submitted with Operational Proposal)

The proposal shall include the following:

a. An hourly rate for each position description listed in 4.2.6. The hourly rates shall be inclusive of labor, overhead, and all other expenses, except travel. Failure to provide an hourly rate for each position/equipment shall cause the proposal to be disqualified. Owner must pre-approve in writing, on case-by-case basis, any travel requirement by any individual Consultant employees. All Owner approved travel lodging, per diem and car rental expenses shall be reimbursed in accordance with State of Louisiana Policy and the Procedure Memoranda (PPM 49).

b. Any additional information responsive to the requirements of paragraph 4.2.6.

Financial Stability

This paragraph should contain the information satisfying the requirements of paragraph 4.2.4.

Evaluation of Selected Sub-consultants/Engineers

Provide a list of all sub-consultants/engineers, if any, that the firm plans to hire to cover the various project requirements.

Evaluation of Firm's Workload

Demonstrate that, with the current and anticipated work back log and workforce, the firm can perform the required Scope of Services when activated at the time of the event. This should also be demonstrated for any sub-consultants/engineers.

3.3

3.3.1

Evaluation

The Contract shall be awarded on a “most advantageous” basis, which means that Tulane may award a contract to an offeror that submits other than the lowest price/pricing, but rather offers the best value given the totality of circumstances under consideration, including compliance with applicable law, regulation and terms and conditions, and the timing of the project.
3.3.2 Price will be a significant factor in the evaluation, however, the Contractor’s demonstration of compliance with and ability to conform to the terms of the Contract, in including, but not limited to:

- The contract administration and procurement requirements of Title 2 Part 200;
- The document creation, retention and maintenance requirements contained herein and in the Contract Documents; and
- The local and/or small (or minority-owned) business status of the offeror.

3.3.3 Evaluation Criteria

3.3.3.1 Evaluation Methodology
An evaluation team will be appointed by Owner. The evaluation team will evaluate all proposals in accordance with the criteria outlined in paragraph 4.2, which shall determine the most advantageous proposal for Owner.

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**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**

4.1 Offerors may submit any one or a combination of the below types of proposals. Offeror’s proposal shall include an explanation of the rationale underlying the type of proposal selected as well as any associated risks with such proposal type:

4.1.1

4.1.2 ☐ *Fixed Price Contract – PREFERRED CONTRACT TYPE.* This is a fixed-price contract for $__________ (the “Fixed Contract Amount”). Contractor will submit invoices for payment in accordance the terms of Tulane’s standard Master Services Agreement ((Attachment 1)).

4.1.3 ☐ *Cost Reimbursement Contract.* Contractor shall be reimbursed by Tulane for all direct and indirect costs incurred in connection with the Work up to an amount equal to $__________ (the “Maximum Cost Reimbursement Contract Amount”). Tulane shall not be liable for the reimbursement of any cost incurred by the Contractor in excess of the Maximum Cost Reimbursement Contract Amount. Contractor will submit invoices for payment in accordance the terms of Tulane’s standard Master Services Agreement ((Attachment 1)). If Contractor meets 100% of the technical requirements of the Work, Contractor shall be entitled to a performance fee of: $__________ (“Performance Fee”). Any performance less than 100%, which Tulane shall determine as a percentage of the totality of technical requirements, shall result in a proportional decrement to the Performance Fee. If Tulane deems the Contractor’s performance amounts to less than 75% of the technical requirements, the Contractor forfeits 100% of the Performance Fee.

4.1.4 ☐ *Time & Materials Contract.* Contractor shall be compensated at fixed, fully burdened rates that include all indirect costs and profit (the “Fixed Hourly Rate”) for each hour spent performing the Work. Contractor shall also be reimbursed for all costs incurred for equipment, materials and supplies used in performing the Work. Contractor shall not include any mark-ups to the cost of equipment, materials and supplies. Contractor will submit invoices for payment in accordance the terms of Tulane’s standard Master Services Agreement (Attachment 1)

4.2 Evaluation and Selection Criteria

4.2.1 Firm’s qualifications, experience, and past performance: **25 Points**
The qualifications, experience and past performance of the respondent will be assessed against the Scope of Services. NOTE: the same criteria will be applied to the proposed sub-consultants/contractors which the respondent intends to retain. All sub-consultants will be evaluated with the same criteria as the principal firm.
4.2.2 Proposed staff qualifications and experience with grant reimbursement Type Projects: **15 Points**
The firm must demonstrate that it has experience in managing projects that are 75% federal grant reimbursable. This includes meeting the various requirements of Title 2 Part 200 Code of Federal Regulations, including but not limited to the mandatory procurement practices, federally required contractual provisions *(set forth in the Form of Agreement)* (Attachment 3), flow down requirements, and document creation, retention and maintenance requirements, contained therein. **NOTE:** The failure on the part of the Contractor to adequately conform to the record keeping process in compliance with the applicable regulations shall serve as a basis to allow Owner to recover any monies not ultimately recovered from and/or reimbursed by the federal government as a result of this conduct.

4.2.3 Project methodology approach: **20 Points**
Each proposal will be evaluated on the respondent’s project implementation approach. The respondent should submit a basic project plan which will allow the evaluation team to determine how the respondent understands the task as outlined in the RFP.

4.2.4 Financial stability: **10 Points**
The financial stability of the respondent will be evaluated to determine, among other matters, the respondent’s ability to meet all costs of the respondent’s proposal.

4.2.5 Evaluation of Firm’s Workload: **5 Points**
The firm must demonstrate that with its current and anticipated work load it can adhere to and perform the services required.

4.2.6 Cost: **25 points**
   a. Respondents will submit cost schedules for all personnel and equipment that the respondent anticipates may be required to provide complete response to any potential incident for which a Work Order would be issued. Samples of the format for the submission of the cost schedules are provided *(Attachment 2)*. **Note:** The below schedules are for example purposes only. It is the responsibility of the Respondent to ensure that all personnel positions and equipment are represented in the schedules submitted with their proposal.

   b. The cost evaluation will be based upon the rates submitted by the respondent. The hourly/daily rates for personnel and equipment shall be inclusive of all costs. The hourly rates for personnel shall be inclusive of all costs, except for travel related expenses and per-diem for personnel. The daily rate for all equipment shall be inclusive of fuel and maintenance requirements. The lowest cost will be determined by the sum of all rates submitted. The respondent with the lowest "total cost" will receive 25 points for the cost category. The remaining proposers will receive a score based upon the following formula:

   \[
   CS = \left(\frac{LPC}{PC}\right) \times 25
   \]

   \(CS\) = Compared cost score for proposers

   \(LPC\) = Lowest proposed cost for all proposers

   \(PC\) = Proposer’s cost

   c. Prior to the issue of a Work Order, the selected firm will, in consultation with the Owner, develop a Guaranteed Maximum Price for a specific scope of work and Work Order.

   d. Note that no markups will be permitted with respect to the rates submitted by the respondent i.e. *(cost plus)*, whether in connection with the work or services provided by a subcontractor, or otherwise.

   e. By submitting proposals, the respondent agrees that it will submit invoices in the manner and format required by FEMA and/or any insurer of Owner.
f. Owner’s evaluation team will recommend the award of the agreement to the respondent that receives the highest score based on the evaluation criteria, subject to the other provisions of this RFP.

Award:

4.3

Owner reserves the right to accept or reject any and all proposals without compensation to offerors, to waive irregularities or informalities, and to accept the proposal which, in Owner’s sole judgment, is most advantageous to the Owner, even if it does not receive the highest score.

4.3.1

Once a proposal is awarded and an Agreement is executed, the Request for Proposal and the proposal shall be included as a Contract Document and enforceable against the party executing the Agreement.

SPECIAL REQUIREMENTS

5.1

Purchasing of Materials, Supplies and Equipment by Owner

5.1.1

Owner may, at its sole option, order some or all of the equipment, materials and supplies for use in the Project through Owner’s purchasing representative to be actually purchased or leased, as applicable, and paid for and owned by Owner but deliverable to the contractor, with the initial project cost and corresponding progress payments being reduced by the amount associated with the purchase or lease, as applicable, of the equipment, materials and supplies, including sales and use taxes and shipping and delivery costs. Contractor and all subcontractors shall fully cooperate with Owner’s exercise of this option. Owner assumes risk of loss until delivered to contractor.

5.2

Specific Tulane Terms and Conditions

5.2.1

Contractor shall abide by those terms and conditions contained at Exhibit B to Tulane’s standard Master Service Agreement.

5.3

Federally Required Provisions

5.3.1

Contract shall abide by those terms and conditions contained at Exhibit C to Tulane’s standard Master Service Agreement.

5.3.2

Document Collection and Retention

5.3.2.1

This contract may be federally funded, in part or in full, and as such Tulane is responsible for substantiating its actual costs through sufficient documentation. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits. To ensure documentation is maintained to support that costs incurred in performance of this contract are allowable and allocable, any contract issued pursuant to this solicitation shall be subject to the record retention requirements of Title 2, Part 200 of the Code of Federal Regulations. Given the broad language set forth in the applicable provisions of the Code of Federal Regulations, Tulane specifically notes for offerors that one of Tulane’s priorities in the award of this contract will be the system for collecting and the retention system for maintaining accurate information about the events and expenditures related to contract. Tulane expects each offer to include a detailed description of the recordkeeping system that the offeror is proposing, and the strength of the data collection and retention proposals will be one of the principal criteria on which Tulane will determine which offer will best facilitate successful accomplishment of its goals.

5.3.2.2

In determining what data collection and retention system to propose, potential offerors should consult Title 2, Part 200 of the Code of Federal Regulations, which requires the retention of records directly pertinent to the work.

The information required for documentation describes the “who, what, when, where, why, and how much,” for each item of work. For Tulane, this information should include the estimated
and actual costs; force account labor; force account equipment, materials, and purchases; photographs of work underway, and work completed; insurance information; environmental and/or historic alternatives and hazard mitigation opportunities considered; environmental review documents; receipt and disbursement documents; and records of donated goods and services, if any. For work performed by Contractor under this Agreement, Contractor is required to keep documentation sufficient to support those requirements.

By way of example, this documentation would include, but is not limited to, supporting documents for procurement decisions (i.e., the selection of subcontractors), as well as records of expenses incurred in relation to the work, such as: detailed scopes of work; contemporaneous and verified timesheets that record labor hours worked each day by each person; overtime worked, including justifications as to the amount of overtime and the reason for such overtime; receipts for materials procured; records of materials actually used (versus those procured and not used); subcontractor invoices and their supporting costs; lodging and per diem expenses; etc. Note, the aforementioned categories of information are merely illustrative and by no means serve as an exhaustive list.

5.3.2.3 As a result of the importance of document creation and maintenance, the contract awarded in response to this solicitation will include a requirement substantially similar to this term. Further, any contractor shall be required to flow down this requirement to, or a substantially similar requirement, its subcontractors, to make certain that Tulane will have in its possession (or access to) all the information necessary to satisfy its obligations to the Federal government.

5.3.2.4 Contractor agrees to maintain the records described herein for a period of five (5) years from the date of final payment. Contractor also agrees to notify Tulane in writing at least sixty (60) days prior to the destruction of any such documents so that Tulane may request the provision of such documents or copies thereof prior to their destruction. Tulane shall pay any associated shipping and/or reproduction costs.

5.3.2.5 The failure on the part of the contractor to adequately conform to the record keeping process in compliance with the applicable regulations and this term, including the notification of destruction, shall serve as a basis to allow Tulane to recover any monies not ultimately recovered from and/or reimbursed by the federal government as a result of a lack of relevant supporting documentation.

5.4 Flow Down Requirements
Contract shall be required to flow down the following requirements to all subcontractors, as applicable:

- The requirements of Title 2 Part 200 of the Code of Federal Regulations;
- The Tulane specific terms and conditions as set forth at paragraph 5.3; and
- The federally required provisions, including the document collection and retention requirements as set forth in paragraph 5.4.

COMMENCEMENT DATE & COMPLETION TIME:

6.1 Completion Time:
6.1.1 Contractor hereby agrees to commence Work as Work Orders are issued and to fully complete the project as provided in the Contract Documents by date on issued Work Order. Contractor's attention is especially directed to the urgency of this Work and that time is of the essence.
Confidentiality Statement

7.1 Respondent agrees that it will establish policies and procedures to safeguard information deemed sensitive by the Owner. All financial, statistical, personal, technical and other data and information relating to the Owner’s operation which are designated confidential by the Owner and made available to Respondent in order to carry out services described in this RFP, or which become available to the Respondent in carrying out this contract, shall be protected by the Respondent from unauthorized use and disclosure. (See Attachment 1)
ATTACHMENT 1 – CERTIFICATION STATEMENT
The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Qualifications (RFP), including attachments.

OFFICIAL CONTACT: Tulane University (“Tulane”) requests that the proposer designate one person to receive all documents or other communication. Primary means of communication will be via e-mail. Identify the Contact name and fill in the information below: (Print Clearly):

A. Official Contact Name: ________________________________

B. E-mail Address: ________________________________

C. Facsimile Number with area code: ( __ ) ____________

D. US Mail Address: ________________________________

E. Telephone Number: ________________________________

Respondent grants permission to Owner to contact the above named person or otherwise verify the information provided.

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

The information contained in the response to this RFP is accurate;

(1) Respondent has complied with each of the mandatory requirements listed in the RFP and meets or exceeds the requirements outlined therein;

(2) Respondent accepts all requirements, conditions and terms set forth in this RFP and the proposed agreement;

(3) Respondent’s proposal is valid for at least 90 days from the date of respondent’s signature below;

(4) Respondent agrees that if selected as the successful respondent, respondent will have 10 business days from the date of notice of contract award to execute the final agreement document in the form attached to the RFP.

(5) Respondent agrees that it will establish policies and procedures to safeguard information deemed sensitive by the Owner. All financial, statistical, personal, technical and other data and information relating to the Owner’s operation which are designated confidential by the Owner and made available to Respondent in order to carry out services described in this RFP, or which become available to the Respondent in carrying out this contract, shall be protected by the Respondent from unauthorized use and disclosure.

Typed or Printed Name: __________________________________________________________
Title: _______________________________________________________________________
Company Name: _______________________________________________________________
Address: _____________________________________________________________________
City: __________________________ State: _____ Zip: ___________

CLIENT: _____________________________________________________________________

SIGNATURE of Respondent’s Authorized Representative ___________________________ Date __________
## ATTACHMENT 2

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<td>Daily</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Fan - Turbo Dryer</td>
<td>Daily</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Fan - Hurricane 48&quot;</td>
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</tr>
<tr>
<td>10</td>
<td>Fan - Injeti-Dry</td>
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<td>$</td>
</tr>
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<td>11</td>
<td>Fan - Turbo Vent</td>
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<td>12</td>
<td>Scrubber - Phanom NAM 2000</td>
<td>Daily</td>
<td>$</td>
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<td>13</td>
<td>Scrubber - Phanom NAM 600</td>
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<td>$</td>
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<td>14</td>
<td>Scrubber - Phoenix Guardian NAM 1300</td>
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<td>Scrubber - Phoenix Guardian NAM 2000</td>
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<td>16</td>
<td>Equipment Decontamination</td>
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<td>17</td>
<td>Desiccant Dehumidification</td>
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<td>$</td>
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<tr>
<td>18</td>
<td>Desiccant Dehumidifier 1000 CFM</td>
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<td>20</td>
<td>Desiccant Dehumidifier 4500 CFM</td>
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<tr>
<td>21</td>
<td>Desiccant Dehumidifier 5000 CFM</td>
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<td>22</td>
<td>Desiccant Dehumidifier 7500 CFM</td>
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<td>Desiccant Accessories</td>
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<td>24</td>
<td>Cooling Equipment</td>
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<td>25</td>
<td>Air Conditioner - 5 Ton</td>
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<td>26</td>
<td>Air Conditioner - 10 Ton</td>
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<td>27</td>
<td>Air Conditioner - 20 Ton</td>
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<td>28</td>
<td>Air Conditioner - 40 Ton</td>
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<td>29</td>
<td>Power Supply</td>
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</tr>
<tr>
<td>30</td>
<td>Generator - 60 KW</td>
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<td>31</td>
<td>Generator - 75 KW</td>
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<td>32</td>
<td>Generator - 125 KW</td>
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<td>33</td>
<td>Generator - 200 KW</td>
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<td>34</td>
<td>Generator - 230 KW</td>
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<td>35</td>
<td>Generator - 350 KW</td>
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<td>36</td>
<td>Generator - 500 KW</td>
<td>Daily</td>
<td>$</td>
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<tr>
<td>37</td>
<td>Generator - 1000 KW</td>
<td>Daily</td>
<td>$</td>
</tr>
<tr>
<td>38</td>
<td>Generator - 1500 KW</td>
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<td>$</td>
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<tr>
<td>39</td>
<td>Transformer - 1500 KVA - High Voltage</td>
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<td>Transformer - 5-7 MVA - High Voltage</td>
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<td>41</td>
<td>Transformer - 1500 KVA</td>
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<tr>
<td>42</td>
<td>Generator - Distribution</td>
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Total Daily Cost $
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
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<tr>
<td></td>
<td><strong>Miscellaneous Equipment</strong></td>
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<tr>
<td>1</td>
<td>Air Duct - Electric Rotary Brush</td>
<td>Daily</td>
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</tr>
<tr>
<td>2</td>
<td>Air Duct - Sweeper</td>
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<td>3</td>
<td>Air Duct - Compressor</td>
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</tr>
<tr>
<td>4</td>
<td>Air Duct - Portable Gas Cleaning System</td>
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</tr>
<tr>
<td>5</td>
<td>Air Duct - Portable Electric Cleaning System</td>
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<tr>
<td>6</td>
<td>Air Duct - Truck Mounted Cleaning System</td>
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</tr>
<tr>
<td>7</td>
<td>Air Duct - Video Inspection System</td>
<td>Daily</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Buffer - Floor</td>
<td>Daily</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Carpet/Upholstery - Portable System</td>
<td>Daily</td>
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<td>10</td>
<td>Carpet/Upholstery - Truck Mount System</td>
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<td>11</td>
<td>Carat - Tilt/Demolition</td>
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</tr>
<tr>
<td>12</td>
<td>Chain Saw</td>
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<tr>
<td>13</td>
<td>Dolly - All Sizes</td>
<td>Daily</td>
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<tr>
<td>14</td>
<td>Extraction Unit - Portable</td>
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<td>15</td>
<td>Extraction Unit - Truck Mount</td>
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<tr>
<td>16</td>
<td>Fogger - Thermal</td>
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<tr>
<td>17</td>
<td>Fogger - ULV Mister</td>
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<tr>
<td>18</td>
<td>Generator - 10 KW or less</td>
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<tr>
<td>19</td>
<td>Infrared Thermography Camera</td>
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<tr>
<td>20</td>
<td>Monitors - Air &amp; Surface</td>
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<td>$</td>
</tr>
<tr>
<td>21</td>
<td>Ozone Machine</td>
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<td>22</td>
<td>Pallet Jack</td>
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<td>$</td>
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<tr>
<td>23</td>
<td>Pump - Electric</td>
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<td>$</td>
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<tr>
<td>24</td>
<td>Pump - Gas</td>
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<td>25</td>
<td>Trash Can - 30 Gallon</td>
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<tr>
<td>26</td>
<td>Vacuum - Floor</td>
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<td>$</td>
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<td>27</td>
<td>Vacuum - HEPA</td>
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<td>28</td>
<td>Vacuum - Shop</td>
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<td>$</td>
</tr>
<tr>
<td>29</td>
<td>Washer - High Pressure 1000-2500 psi</td>
<td>Daily</td>
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<tr>
<td>30</td>
<td>Washer - High Pressure 2500-4000 psi</td>
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<tr>
<td>31</td>
<td>Wheel Barrel</td>
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<td>32</td>
<td>Front End Loader</td>
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</tr>
<tr>
<td>33</td>
<td>Backhoe</td>
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<tr>
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<td>Dump Truck</td>
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<tr>
<td>35</td>
<td>Van Truck</td>
<td>Daily</td>
<td>$</td>
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<tr>
<td>36</td>
<td>Compressor (Portable)</td>
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<tr>
<td>37</td>
<td>Compressor (Trailer Mounted)</td>
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<tr>
<td>38</td>
<td>Pickup Truck</td>
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<td>$</td>
</tr>
<tr>
<td>39</td>
<td>Dumpster</td>
<td>Daily</td>
<td>$</td>
</tr>
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<td>40</td>
<td>Bucket Truck</td>
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<td>Item</td>
<td>Description</td>
<td>Unit</td>
<td>Rate</td>
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<tr>
<td>------</td>
<td>------------------------------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>40</td>
<td>Elevated Platform</td>
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<td>$</td>
</tr>
<tr>
<td>41</td>
<td>Truck Crane</td>
<td>Daily</td>
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</tr>
<tr>
<td>42</td>
<td>Buck-Hoist</td>
<td>Daily</td>
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</table>

**Total Daily Cost**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Water Vehicles/Trucks</strong></td>
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<tr>
<td>2.5 ton High Water Cargo Truck</td>
<td>Daily</td>
<td>$</td>
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</tr>
<tr>
<td>5 ton High Water Troop Carrier Truck</td>
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</tbody>
</table>

**Total Daily Cost** $
Draft Master Service Agreement

ATTACHMENT 3

MASTER SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES

TULANE UNIVERSITY
Master Service Agreement
for Professional Services

Owner: The Administrators of the Tulane Educational Fund

Address: 6823 St. Charles Avenue
         New Orleans, LA  70118

Attn: [Name of Professional Service Provider]

Professional Service Provider:

Address: 

The Administrators of the Tulane Educational Fund, herein called “Owner,” and [Name of Professional Service Provider], herein called “Professional,” acknowledge that this Master Service Agreement for Professional Services (“Agreement”) is being funded in part or in whole through funds from the Federal Emergency Management Agency (“FEMA”) under the Stafford Act (42 U.S.C. § 5150) and its implementing regulations, which require the inclusion of certain terms and conditions and applicable federal requirements. Owner and Professional agree that the Professional shall perform the Work described herein in accordance with the provisions of this Agreement, the Agreement’s General Terms and Conditions (Attachment 1), authorized Work Orders issued from time to time and executed by Owner, and other documents incorporated by reference, as well as applicable law and regulation (collectively “Contract”).

1. Statement of Scope of Work to be Performed.

Professional shall fully perform the Work described in the Contract, including authorized Work Orders, except to the extent specifically indicated in the Contract to be the responsibility of others. This Agreement contemplates that, from time to time during its existence, Owner will issue and Professional will accept one or more Work Orders for discreet scopes of work. The work contemplated by this Agreement includes real property related surveys, investigation, studies, consultations and related work. Development of construction documents for use by contractors to construct or modify facilities or systems is not contemplated by this Agreement. Each Work Order will specify a price or a pricing method applicable to the Work Order, which price or pricing method shall be agreed between Owner and Professional prior to issuance of the Work Order. No single Work Order shall regard Work with a cost or value exceeding $___________. Before it becomes effective, each Work Order must be executed and dated by authorized representatives of Owner and Professional.

Given that this Agreement and all subsequent Work Orders will be funded, at least in part, with FEMA funds, Professional shall perform the Work in accordance with this Agreement, the Agreement’s General Terms and Conditions, authorized Work Orders, and applicable inquiries, specifications, plans, drawings, price lists or other data, and addenda thereto, as well as Title 2, Part 200 of the Code of Federal Regulations, Owner's Request for Proposals and Professional's response, collectively the “Contract Documents.” Any conflict or inconsistency between applicable law and regulation, a provision of this Agreement, the Agreement’s General Terms and Conditions, and a provision of any other Contract Document shall be resolved in favor of the former.

3. Contract Term.

Subject to Article 18 of the Agreement’s General Terms and Conditions allowing Owner to terminate this Contract at any time, this Contract shall have a term of _______ years, contingent upon Professional’s satisfactorily providing annually, on or before this Contract’s anniversary date, current certificates evidencing insurance coverage of the types and in the amounts set forth in this Contract, and current licenses, registrations or permits required by State or local government agencies.

4. Items to Be Furnished by Owner.

Owner shall furnish only such basic benchmarks, labor, materials, equipment, tools, supplies, water, gas, steam, electricity, heat, and other facilities or services, etc. as are expressly set forth in the Work Order applicable to the specific Work associated with that Work Order.


5.1 Date of Commencement.

The date of commencement of the Work associated with each Work Order shall be the date fixed in the Work Order.

5.2 Completion of Work.

The Professional shall achieve completion of the Work associated with each Work Order not later than the date established by the Work Order, subject to adjustments of the Contract Time for each Work Order as provided in the Contract Documents.


6.1 The Owner shall pay the Professional the Contract Price associated with each authorized Work Order in current funds for the Professional’s performance of the Work associated with each Work Order. The Contract Price for each Work Order shall be the amount specified in each Work Order, subject to additions and deletions as provided in the Contract Documents.
7. Payment.

7.1 Unless specifically provided to the contrary in the Work Order, the Owner shall make progress payments on account of the Contract Price to the Professional, based upon Applications for Payment properly submitted by the Professional and approved by Owner, as provided below. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Owner shall pay to Professional, for performance of the Work associated with each authorized Work Order, partial payments as the Work progresses, as follows:

At the end of each calendar month or as soon thereafter as practicable, Professional shall submit an Application for Payment to Owner for each Work Order which application reflects the value of the Work performed that date based on the price and method set forth in the Work Order. The application shall also reflect the total Work Order amount and amounts billed and paid to date. If Owner agrees with such applications, it shall pay Professional an amount equal to the value of the Work less the aggregate of all payments previously made or charged to Professional associated with that Work Order. If Owner does not agree with such estimate, it shall make timely payment of that portion of the invoice which it does not dispute, less prior payments and charges, and Professional and Owner shall thereafter make every reasonable effort to settle the disputed portion of the invoice.

Any payment otherwise due may be partially or completely withheld by Owner because of defective or incomplete Work not remedied, claims filed, or reasonable evidence indicating the probability of filing of claims, failure of Professional to make payments properly to its subconsultants, or for material or labor, or a reasonable doubt that the Contract can be completed for the balance then unpaid. If the foregoing causes are removed to the satisfaction of Owner, the withheld payments shall promptly be made.

7.2 Final payment for each Work Order, constituting the entire unpaid balance of the Contract Sum for that Work Order, shall be made by the Owner to the Professional when the Professional has fully performed the Work Order.

The Owner’s final payment to the Professional for each Work Order shall be due 30 days after final invoicing by Professional upon completion of the Work Order.

8. Insurance.

The Professional shall procure and maintain for the duration of the contract the following required insurance, with insurers lawfully authorized to do business in the states where services are to be provided. The limits set forth below are minimum limits and shall not be construed to limit any of Professional’s liability or indemnification requirements.

Required Insurance:

1. Workers’ Compensation and Employers Liability Insurance.
   (a) Statutory limits for claims for damages arising out of bodily injury, occupational sickness, disease, or death of Professional’s employees under any applicable workers' compensation statute or any other applicable employer’s liability law.
b) Employer's Liability limits of not less than $1,000,000 bodily injury for accident or disease for each employee.

2. Commercial General Liability Insurance.
   a) Coverage of all operations by or on behalf of Professional on an occurrence basis against claims for: bodily injury and property damage, personal and advertising injury, and products and completed operations.
   b) The minimum limits of liability under this insurance requirement shall be not less than the following:
      i) $1,000,000 each occurrence limit for bodily injury and property damage
      ii) $1,000,000 per occurrence for personal and advertising injury liability
      iii) $2,000,000 General Aggregate Limit (other than Product-Completed Operations)
      iv) $2,000,000 Product-Completed Operations Aggregate Limit.
   c) Coverage shall also include contractual and tort indemnity obligations.

3. Automobile Liability Insurance.
   a) Coverage for any owned, hired and non-owned autos.
   b) Minimum limits: $1,000,000 combined single limit each accident.

4. Professional Liability (Errors & Omissions) Insurance.
   a) The minimum limits of liability shall be not less than $5,000,000.

Umbrella or Excess Coverage
Minimum limits of $3,000,000. The Umbrella or Excess limit shall apply to the General Liability, Automobile Liability, and Employers Liability. The policy shall apply on a follow form basis. If needed, the above Professional Liability limit may be obtained by using a follow form excess policy.

Other Required Terms and Conditions:
1. Deductibles or Self-Insured Retentions. The funding of deductibles and self-insured retentions maintained by Professional shall be the sole responsibility of Professional. Self-Insured Retentions in excess of $25,000 must be approved by Owner in writing.

2. Additional Insured. Coverage must be provided to the Owner Indemnified Parties as an additional insured under Professional's Commercial General Liability, Automobile Liability and Excess or Umbrella Policies as respects liability arising from work or operations performed by or on behalf of the Professional.

3. Waivers of Subrogation. Professional agrees to waive all rights of recovery and shall cause its insurers to waive all rights of subrogation against Owner Indemnified Parties as respects loss, damage, claims, suits or demands, howsoever caused. This waiver shall apply to all first party property, equipment, vehicle, workers' compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Professional agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Owner Indemnified Parties. Professional further agrees to hold harmless and indemnify the Owner for any loss or expense incurred as a result of Professional's failure to obtain such waivers of subrogation from Professional's insurers.

4. Primary and Non-Contributory. Any coverage applicable to Owner under Professional's insurance policies shall be primary and non-contributing with any insurance maintained by Owner in its own name and on its own behalf.

5. Retroactive Date and Extended Reporting Period. If any policy is issued or renewed on a claims-made form or basis, the retroactive date for coverage will be the no later than the commencement date of this Agreement and will state that, in the event of cancellation.
or non-renewal, the discovery period for insurance claims (tail coverage) will be at least thirty-six (36) months.

6. **Consultant’s or Sub-contractor’s Insurance.** Unless otherwise approved by Owner, Professional will cause each consultant or sub-contractor employed by Professional to purchase and maintain the same insurance coverages and will furnish certificates of such insurance to Owner.

7. **Notice of Cancellation.** Professional shall provide 30 days written notice, 10 days for nonpayment of premium, to Owner of any cancellation, non-renewal or material change in policy provision. Insurer shall provide such notice in accordance with policy provisions.

8. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the Owner.

9. **Verification of Coverage.** Professional shall furnish the Owner with a certificate of insurance evidencing the required coverage prior to the commencement of services to the Owner. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Certificates shall reflect that Owner is an Additional Insured and Waiver of Subrogation is provided on the applicable policies in favor of Owner. Renewal certificates are to be provided to the Owner prior to the expiration of the required insurance policies.

10. **Limitation of Liability.** Limitation or Waiver of Liability or Limitation or Waiver of Consequential Damages (if any) shall not apply to the extent recoverable under the required insurance.

**Retroactive Date and Extended Reporting Period.** Claims-made coverage is permitted, provided the policy retroactive date for coverage is no later than the commencement date of this Contract and is continuously maintained during all periods in which the Professional is performing services covered by this Contract. Coverage shall stay in force with the retroactive date maintained for an additional period of three years after such services have been rendered to Owner.

Deductibles and Self-insured retentions: The funding of deductibles and self-insured retentions maintained by Professional shall be the sole responsibility of Professional. Self-insured retentions maintained by Professional in excess of $25,000 must be declared and approved by Owner.

Other Insurance Provisions: Prior to providing any Services, Professional shall furnish Tulane with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Tulane may choose to maintain. All certificates shall provide for thirty (30) days’ written notice to Tulane prior to non-renewal, cancellation or material change of any insurance referred to in the certificate. By requiring this insurance, Tulane does not represent that coverage and limits will necessarily be adequate to protect Professional, and such coverage and limits shall not be deemed as a limitation on Professional’s liability. All insurance policies provided shall be written by companies licensed to do business in Louisiana and acceptable to Owner.

This Agreement is effective as of the day and year first written above.
<table>
<thead>
<tr>
<th>OWNER: THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND</th>
</tr>
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<tbody>
<tr>
<td>By: [Signature]</td>
</tr>
<tr>
<td>(Printed Name)</td>
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<tr>
<td>(Title)</td>
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</table>

<table>
<thead>
<tr>
<th>PROFESSIONAL: [Insert Name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: [Signature]</td>
</tr>
<tr>
<td>(Printed Name)</td>
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<tr>
<td>(Title)</td>
</tr>
</tbody>
</table>
Master Services Agreement
for Professional Services
General Terms and Conditions

1. Contractual Relationship.

Owner and Professional further agree as follows:

A. Professional is an independent contractor and not an agent, employee or servant of Owner. Accordingly, Professional shall not represent itself or hold itself out to the public as being the agent, employee or servant of Owner. Professional shall have no authority to bind Owner or any of its administrators, officers or employees. Professional routinely performs services for parties other than Owner and is not precluded hereby from doing so.

B. Professional shall perform the Work in a careful, timely, and professional manner.

C. Professional shall have the sole and exclusive right and responsibility to control, and to determine the manner of, any services it provides. Professional shall also be solely responsible for the training of employees and for providing all supplies and materials for the services it provides.

D. Professional shall promptly pay all Professional's employees, subconsultants, subcontractors, agents and vendors and shall provide proof of payment upon request of Owner.

E. Professional shall pay all contributions, taxes and assessments on payrolls or other charges under all applicable federal, state and local laws, including withholding from wages of its employees when required. Professional shall comply with all federal, state and local laws and regulations regarding compensation, hours of work, workplace safety or other conditions of employment.

2. Work to be Performed.

Professional shall supply and furnish all home office and field services, engineering, labor, materials, equipment, tools, supervision, transportation and all other items and services necessary for the complete and satisfactory performance of this Contract and any authorized Work Orders ("Work"), except such items as Owner in this Contract explicitly and in writing agrees to supply or furnish to or for the use of Professional. Any equipment, materials or services not specifically described in the Contract Documents, but which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of Professional's Work.

Anything mentioned in the Work Order scope and not shown on documents incorporated by reference in the Work Order shall be of like effect as if shown and mentioned in both. In case of conflict or inconsistency between the Work Order scope and documents incorporated by reference, or in case of discrepancies, omissions and/or errors, the matter shall be submitted immediately to Owner for determination.

Professional agrees to furnish such drawings, reports, surveys and data (collectively “Deliverables”) as Owner may specify. Deliverables will not be returned to Professional unless Owner elects to make comments. Any such review and comment by Owner, or any failure to review, unless expressly agreed in writing to the contrary, shall not alter any of the terms and conditions of this Contract or relieve Professional of any responsibility or liability for the accuracy and completeness of such Deliverables or be interpreted so as to imply approval of such Deliverables.

4. Conflicts of Interest.

Professional shall notify Owner as soon as possible if a Work Order or any aspect related to the anticipated Work contained therein raises an actual or potential conflict of interest (as that is defined at Title 2 Section 200.318 of the Code of Federal Regulations). Professional shall explain the actual or potential conflict in writing in sufficient detail so that Owner is able to assess such actual or potential conflict. Professional shall provide Owner any additional information necessary for Owner to fully assess and address such actual or potential conflict of interest. Professional shall accept any reasonable conflict mitigation strategy employed by Owner, including but not limited to the use of an independent subcontractor(s) to perform the portion of Work that gives rise to the actual or potential conflict.

5. Changes in Work Order Scope; Professional Claims.

Owner reserves the right to make any change in Work Order scope by giving written notice thereof to Professional. If such change causes a material increase or decrease in the cost of performing the Work or the time of performance, an equitable adjustment in the Work Order Price and/or the time of performance shall be made so long as, for any change believed by the Professional to entitle it to an increase in the Work Order Price or Work Order Time, the Professional provides written notice to Owner within three (3) calendar days after receiving such change or notice of intent to make a change. Such written notice is intended to allow Owner to evaluate properly its determination of whether or not to make the change, whether to modify the change, and whether and/or how to measure the cost associated with the change. The Professional’s written notice shall include the Professional’s representation that the change entitles Professional to increase the Work Order Price and/or Work Order Time associated with a Work Order, the reasons/bases for that representation and, to the best of Professional’s ability at that time, the amount of the increase in Work Order Price and/or Work Order Time. Such notice by Professional shall be timely supplemented, if requested by Owner, with additional detail appropriate for Owner review and in the form requested by Owner. Failure by Professional to provide timely written notice or to supplement that notice in compliance with this paragraph
waives Professional’s right to an increase in the Work Order Price and/or Work Order Time for such change.

In the event Professional believes it has any basis for making a claim against Owner for additional Work Order compensation or time, Professional must provide written notice within three (3) calendar days of the event giving rise to the claim. The written notice shall conform to the requirements set forth in this paragraph regarding changes in the drawings or specifications. Failure by Professional to provide timely written notice in compliance with this paragraph waives Professional’s right to claim additional compensation or time.


Unless explicit written exception by Professional is contained in the Contract Documents, Professional acknowledges that it has had full opportunity to examine the site of the Work and determine the scope of the Work involved and assumes full responsibility for the performance of the Work in a manner adequate to meet the conditions encountered.

7. Professional's Employees/Subconsultants.

When subcontracting, Professional shall solicit for and contract with such subcontractors in compliance with the procurement requirements of Title 2, Section 200.317 through 200.326 of the Code of Federal Regulations, including but not limited to compliance with all competition requirements, avoiding and/or mitigating conflicts of interest, and imposing all federally mandated contract terms.

Professional represents to Owner that all Work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the Work to be performed under this Agreement.

The Professional will include the provisions of this article in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors and will require its subcontractors to do likewise.

8. Working Conditions.

All of the Professional's employees engaged in the Work, as well as the Professional's representatives, suppliers, subconsultants and visitors, shall be subject to the rules and regulations set by Owner for the safe, orderly and efficient conduct of all operations upon the Owner's property.

The Professional will include the provisions of this article in every subcontract issued by it so that such provisions will be binding upon each of its subconsultants and will require its subconsultants to do likewise.


Owner represents that it and other consultants or contractors may be working at the site of the Work during the performance of this Contract. Owner reserves the right to direct the Professional
to schedule the order of performance of this Work in such a manner as not to interfere unreasonably with the performance of work by Owner and others.

Within five (5) calendar days of its receipt of any Work Order, Professional shall submit to Owner a schedule for the completion of the various portions of the Work in a form and with the detail required by Owner. To the extent practicable, the sequence of commencement and completion of separable portions of the Work shall be as Owner shall direct.

Should Professional believe that any change in the schedule or order of performance of any Work Order to provide a basis for a claim by Professional for additional Work Order Contract Sum or Contract Time, Professional shall notify Owner, in writing, of such belief within three (3) calendar days after being notified by Owner of the intent to change the schedule or order of performance of the work. Such notice by Professional is intended to allow Owner to evaluate properly its determination of whether or not to make the change, whether to modify the change, and whether and/or how to measure the cost associated with the change. The Professional’s written notice shall include the Professional’s representation that the change in schedule or order of performance of the Work Order entitles Professional to increase the Work Order Price and/or the Work Order Time, the reasons/bases for that representation and, to the best of Professional’s ability at that time, the amount of the increase in Work Order Price and for Work Order Time. Such notice by Professional shall be timely supplemented, if requested by Owner, with additional detail appropriate for Owner’s review and in the form requested by Owner. Failure by Professional to provide timely written notice or to supplement that notice in compliance with this paragraph waives Professional’s right to an increase in the Work Order Price and/or the Work Order Time for such change.

10. Ownership of Deliverables.

Contingent upon compliance by Owner with this Contract, Owner shall own all Deliverables contemplated by the Work Orders under which they are prepared, along with all copyrights, rights of reproduction and use thereof. Professional assigns such right and property interests in such Deliverables to Owner.

11. Laws and Regulations.

Professional shall comply strictly with all local, state, and federal laws, orders and regulations applicable to its operation in the performance of the Work hereunder, including but not limited to the Stafford Act (42 U.S.C. § 5150) and Title 2, Part 200 of the Code of Federal Regulations.

12. Safety Regulations.

Professional shall take all necessary precautions to protect all property and persons from damage or injury arising from the Work. Professional shall, while upon or about Owner's premises, observe and comply with all fire, safety, and other rules and regulations heretofore or hereafter prescribed by Owner, and shall be responsible for observance thereof by all employees, agents, licensees, permitees, and subconsultants.

Time is of the essence for this Contract.


If Professional is delayed in the progress of the Work, written notice of the delay and of the anticipated results shall be given within three (3) calendar days to Owner by Professional. The content of the written notice shall comply with that described in Paragraph 8 of these General Conditions. Failure to give such notice timely shall be deemed sufficient reason for denial by Owner of extension of time or any related damages. Only delays caused by Owner or circumstances beyond the reasonable control of Professional and not reasonably foreseeable by Professional in time to be prevented may provide the basis for an extension of Work Order Time, unless waived.

15. Claims.

Professional does hereby indemnify and save harmless Owner from all claims, demands, causes of action or suits of whatsoever nature arising out of the services, labor, equipment and materials furnished by Professional or its subconsultants under this Contract, or costs and charges arising out of or in connection with any act or representation of Professional, its agents or employees.

16. Indemnification.

Professional shall release, protect, indemnify and hold Owner, and each of its agents, officers, administrators, trustees, directors and employees (the “Owner Indemnified Parties”), harmless from and against any and all claims, demands, actions, damages, liabilities, losses, costs and expenses, including attorneys' fees, (“Loss”)(i) based upon any allegation or contention that Professional or any one of its officers, directors, employees, agents, representatives, servants, subconsultants, subcontractors or vendors is an employee, servant or agent of Owner, including, without limitation, claims for the payment of federal, state or local taxes or worker's compensation benefits or of contributions imposed or required under any unemployment insurance, social security and/or income tax laws or for benefits to which the employees of Owner may be entitled, (ii) for personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the product itself) including loss of use resulting therefrom, arising out of, resulting from or in any way connected with Professional’s operations, activities or Work under this Contract, , regardless of whether or not such Loss is caused, in whole or in part, by negligence or fault attributable to any of the Owner Indemnified Parties or (iii) arising from Professional’s default, breach or non-performance of this Contract. This paragraph shall survive completion, expiration or termination of this Contract.

17. Taxes and Assessments.

Except to the extent otherwise indicated in this Contract, Professional accepts full and exclusive liability for the payment of any and all taxes and assessments imposed by local, state or federal government, including without limitation, all sales, use, power, gross receipts, or other taxes levied with respect to materials furnished or Work performed by Professional, or payments made to Professional and assessments for unemployment insurance, retirement benefits, annuities,
disability benefits or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remunerations paid to persons employed by Professional on Work under this Contract.

18. Termination of Contract.

Owner may terminate this Contract or any Work Order at any time (for cause/default or at its convenience), and except where termination is due to Professional's default, Owner shall pay Professional that portion of the Work Order Price corresponding to the Work completed to the Owner's satisfaction, together with costs necessarily incurred by the Professional in terminating the remaining portion of the Work, less any payments made before termination. In no event shall Owner pay Professional anticipated profit for work not performed. In no event shall Owner pay Professional amounts aggregating in excess of the total Work Order Price for any Work Order terminated.


Professional shall not assign this Contract or any money to become due hereunder, without first obtaining the written approval of Owner, including the approval of the form of the assignment.

20. Contract Includes Entire Agreement.

This Contract embodies the entire agreement between Owner and Professional. Professional represents that in entering into this Contract it does not rely on any previous oral or implied representation, inducement, or understanding of any kind. Any changes in the provisions of this Contract, or in the attachments hereto made subsequent to the execution hereof, shall be made in writing and executed in the same manner as this Contract.


If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance encountered in performance of the Services by Professional, Professional shall immediately stop work in the affected area and report the condition to Owner in writing. When the hazardous material or substance has been rendered harmless for purposes of performance of the Services, Professional shall resume work in the affected area upon written notice from Owner. Unless Professional was responsible for presence of the hazardous materials, the Schedule shall be adjusted to accommodate for any delay.

22. Statutory Employer.

Owner shall be considered the statutory employer of Professional's employees and its Subconsultants who provide work or services under this Agreement in accordance with Louisiana R.S.23:1031 or R.S.23:1061. Thus Owner is to be granted the exclusive remedy protection of Louisiana R.S. 23:1032 and it shall be liable to pay compensation benefits if the immediate employer, Professional or its Subconsultants as applicable are unable to meet obligations under the Louisiana Workers’ Compensation statute for work or service that is performed under this Agreement. The parties agree that the recognition of the Statutory
Employer status is made pursuant to R.S. 23:1061 of the Louisiana Workers’ Compensation statute for work or service that is performed under this Agreement. The parties agree that the recognition of the Statutory Employer status is made pursuant to R.S. 23:1061 of the Louisiana Workers’ Compensation Statute and that Owner is not the actual employer of any of the employees of Professional or any of its Subconsultants. Further, it is acknowledged that Owner has no control or involvement in the hiring, firing, or direct supervision or direction of any such employees. Professional shall include corresponding language in all subcontracts reflecting Owner’s statutory employer status.

23. Claims and Disputes.

Except for Owner’s demand for injunctive relief requesting Professional’s specific performance, the parties shall endeavor to resolve any dispute arising out of this Contract by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Except for Owner’s demand for injunctive relief requesting Professional's specific performance, all claims, disputes and other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof not timely resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect and shall be held in New Orleans, Louisiana, unless the parties mutually agree otherwise.

Professional agrees that the arbitration of any dispute hereunder can, at the request of and at the total discretion of Owner, be consolidated with the arbitration of any other related dispute involving the Project and Owner. Professional will consent to and facilitate such consolidation at Owner’s request. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under applicable law in any court having jurisdiction thereof. However, in the event any related claim or controversy involving the Owner and any third party cannot be referred to arbitration, this agreement to arbitrate may not be enforceable at Owner’s sole option.

Arbitrators shall apply the law of Louisiana. Discovery in any arbitration shall be authorized generally in accordance with the Louisiana Code of Civil Procedure. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Professional shall continue to perform its obligations under this Contract during the pendency of any dispute, including the mediation or arbitration of the dispute by the parties hereto.

This Contract shall be governed by and interpreted pursuant to the laws of the State of Louisiana.


The Professional will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age, handicap or veteran status. The Professional will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin, age, handicap or veteran status. In the event of the Professional's noncompliance with the Equal Employment Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part. The “Equal Opportunity Clauses” set forth in 41CFR60-1.4; 60-4; 60-250; and 60-741 are hereby incorporated by reference in this document as though fully set forth herein.


The Hazard Communication Addendum, (Attachment 1) as Exhibit A, is incorporated by reference and made a part of these General Terms and Conditions. In the event Professional encounters any Hazardous Materials in performance of the Work, Professional shall immediately suspend work in that area and notify Owner in accordance with the Hazard Communication Addendum.

27. Statement of Policy on Harassment

Professional shall familiarize itself with, and train each of its employees and subconsultants performing under this agreement to comply with, Owner's Harassment Policy, which can be found on Owner’s website. Harassment on the basis of sex is not permitted. It constitutes a violation of federal law and is subject to disciplinary action. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or creating an intimidating, hostile or offensive academic or work environment. Professional agrees to advise its employees and subconsultants of this policy. Any employee, agent or representative of Professional or subconsultant who violates the Harassment Policy shall, at the request of Owner, be removed from any work on an Owner project.

28. Guidelines for Consultants Working on Campus

Professional agrees to comply and have its subconsultants comply with Owner's Professional and Consulting Services Guidelines for Working on Campus (Attachment 1) as Exhibit B to these General Terms and Conditions.

29. Federally Funded or Assisted Work

Because this Agreement and all subsequent Work Orders are being funded, at least in part, with federal funds the terms and conditions provided in Exhibit C hereto shall apply, as applicable.

The Professional will include the provisions of this article and Exhibit C in every subcontract
issued by it so that such provisions will be binding upon each of its subcontractors and will require its subcontractors to do likewise.

30. Severability

Should any court determine that any one or more articles of this Contract are invalid, such determination shall not affect the validity of the remaining articles or the Contract as a whole.

OWNER:
THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND

By: ____________________________
   (Signature)

__________________________________
   (Printed Name)

__________________________________
   (Title)

PROFESSIONAL:

By: ____________________________
   (Signature)

__________________________________
   (Printed Name)

__________________________________
   (Title)
HAZARD COMMUNICATION ADDENDUM

Pursuant to CFR 1910.1200 (OSHA Hazard Communication Standard), Tulane University is responsible for making available to and advising __________________________ (Professional) of information relating to any hazard inherent in the use, storage and/or handling of materials, equipment or chemicals to which contract employees might be exposed during the normal conduct of their activities under this contract or in a foreseeable emergency, while on University property. It is the responsibility of Professional to in turn communicate this same information to its employees and subconsultants.

Further, Professional will make available to Tulane University information relating to any hazard inherent in the presence, use, storage and/or handling of materials, equipment or chemicals to which employees of the University might be exposed as a result of the conduct of their activities as well as those of its subconsultants under this contract or in a foreseeable emergency, while on University property.

To facilitate the exchange of information, the following persons are designated contacts for the University and Professional respectively:

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<th>TULANE UNIVERSITY CONTACT</th>
<th>PROFESSIONAL CONTACT</th>
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EXHIBIT B
TO
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

Professional Guidelines for Working on Tulane’s Uptown Campus

1. Parking permits are required for all vehicles parked on the Tulane campus. Parking Permits and campus maps may be obtained in the Campus Services Office, located in the Lavin-Bernick Center, Suite 107.

2. Professionals must contact their assigned Project Manager a minimum of 24 hours prior to commencing work to arrange coordination of their project.

3. Caution: Undesignated areas at lawns and sidewalks may have subsurface utilities which could be damaged by vehicles. Professional vehicles found utilizing or parked in these areas are subject to immobilization, towing, fines or both.

4. Caution: Prior to starting any subsurface excavation, coordination must be made with the assigned Project Manager to ensure that all known underground obstructions are identified and marked.

5. Hot Work Permitting System: Any work within or to a University facility requiring welding, cutting, brazing or any other work that would provide an ignition source will require the filing of a Hot Work Notice. Filing may be done through the assigned Project Manager.

6. Access to secured areas shall be coordinated 48 hours in advance through the Project Manager.

7. Should work require a utility to be shutdown, coordination must be made at least 48 hours in advance with the Project Manager for the desired date and time.

8. The Professional will make every reasonable effort to minimize disruption of regular classroom activities while performing work on the campus.

9. The Professional is responsible for the daily cleanup and removal of debris from the work site, unless an exception is specifically granted in the contract documents.

10. The Professional is expected to ensure that all applicable safety procedures and equipment are utilized in performing activities on the campus.

11. Any damage or destruction of property, grounds or plantings while working on the campus will be the responsibility of the Professional and the appropriate repair, replacement or compensation will be required of the Professional prior to final payment.

12. Do not park in any parking space marked “Reserved All Hours”.
In addition to the above, the following additional guidelines apply for any work performed within the university housing system:

13. Working hours will be from 9:00 am to 5:00 pm. No activity producing a significant level of noise may commence prior to 9:00 am.

14. Any interruption of utilities or services will require coordination with the university project manager at least 72 hours in advance to allow notification of the residents. This requirement supersedes the requirement of item 7 above.

15. The contractor must provide restroom facilities unless previous coordination has been made with the Project Manager.

16. Contractor personnel will not utilize student lounges for breaks, lunch or meeting. No lounge furniture or equipment can be removed from student lounges without the written approval of the Project Manager.

17. Smoking is prohibited on the entire uptown campus.

18. All contractor personnel will be easily identifiable to residence hall staff. All contractor/subcontractor personnel must have a visible picture identification badge.

19. Entry doors are to remain closed and secured at all times.

20. Corridors will remain free and clear of construction materials or equipment.

21. Access to work areas will be coordinated with the Project Manager. Contractor personnel will not ask residents or housing staff for access.
CONTRACTOR GUIDELINES WORKING ON TULANE’S DOWNTOWN CAMPUS

1. Concrete drilling or coring will be allowed between the hours of 5:00 PM and 8:00 AM.

2. Contractors are responsible to verify with project supervisors the operating schedule for freight elevators in each building.

3. Parking is not provided. Loading zones can only be used to load and off load materials.

4. Tulane’s Downtown Campus will not be responsible for any parking violations your vehicle may receive.

5. Contractors will provide project supervisors with a list of the names of all employees expected to work within the facility.

6. All workers must wear in plain view I.D. tags provided by Campus Services.

7. All workers must be properly dressed at all times. Shirts must be worn at all times. Shorts are prohibited.

8. Workers shall use restrooms on the floor they are working nearest the project.

9. Workers are not allowed on any floor not directly related to the project.

10. Project Managers can have any worker removed from a project at his/her discretion.

11. Any shutdown will require forty-eight hour written notice.

12. All shutdown notices shall include services to be shut down and duration.

13. There will be no playing of radios or amplified sound at any time.

14. Any change from the contract documents will be approved in writing through Campus Services.

15. No smoking is allowed anywhere in Tulane’s downtown campus buildings.
EXHIBIT C
TO
MASTER SERVICE AGREEMENT
CONTRACT GENERAL TERMS AND CONDITIONS
Additional Contract Terms for Federally Funded or Assisted Projects

The following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1) Notes:
   a. "Contract" means this Agreement.
   b. "Contractor" means the party opposite Tulane. ("Recipient") executing this Agreement (i.e., the prime contractor to the Recipient).
   c. "Prime Contract" means the Grant and/or funding agreement between Tulane and the Sponsor, i.e., the Federal agency that is the source of Federal funds.
   d. "Subcontract" means any contract placed by Contractor with any third party in performance of this Contract.
   e. "Subcontractor" means any third party the Contractor enters into a Subcontract with.

2) Instructions:
   a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Contractor to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through the Recipient. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to the Recipient.
   b. Contractor shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3) Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts as Stipulated Below in Parentheses:
   b. (Not applicable to FEMA Public Assistance funded contracts) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All Contracts and Subcontracts in excess of $2000 for construction or repair awarded by Contractor or Subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or Subcontractor shall be prohibited from inducing, by any means, any person employed in the
construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor or Subcontractor shall report all suspected or reported violations to Recipient and the Federal awarding agency.

c. (Not applicable to FEMA Public Assistance funded contracts) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the Recipient, the Contractor or the Subcontractors of more than $2000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, the Contractor and Subcontractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and Subcontractors shall be required to pay wages not less than once a week. Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Contractor and Subcontractors shall report all suspected or reported violations to Recipient and the Federal awarding agency.

d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, the Contract and Subcontracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. (Not applicable to FEMA Public Assistance funded contracts) Rights to Inventions Made Under a Contract or Agreement - If the Contract or Subcontracts are for the performance of experimental, developmental or research work, the agreement provides for the rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - The Contract and Subcontracts in excess of $150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Recipient and the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


h. Debarment and Suspension (E.O.s 12549 and 12689) - A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award
Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor, by executing this Agreement, certifies that it is not presently suspended, debarred, proposed for debarment or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment or otherwise excluded by the federal government, the Contractor shall immediately notify Recipient. The Excluded Parties List System has recently been consolidated within the System for Award Management at https://www.sam.gov/portal/public/SAM/.

i. **Procurement of recovered materials** - Recipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4) Applicable to all FEMA (or Potentially FEMA Funded) Contracts and Subcontracts at All Tiers as Stipulated Below in Parentheses:

a. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). (Contracts and subcontracts in excess of $150,000).


   i. Tulane, the Professional, Subcontractors, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Professional/Subcontractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

   ii. The Professional/Subcontractor shall retain all required records for a minimum of five (5) years after receiving final payments and all other pending matters are closed.\(^1\) At the conclusion of the aforementioned retention period, under no circumstances will Contractor/Subcontract dispose of or destroy any required records before obtaining the written approval of Tulane. Contractor must provide Tulane sixty (60) days written notice

\(^1\) This Contract is subject to the record retention requirements of Title 2, Part 200 of the Code of Federal Regulations. By way of example, this documentation would include, but is not limited to, supporting documents for procurement decisions (i.e., the selection of subcontractors), as well as records of expenses incurred in relation to the work, such as: contract documents, including rate sheets that provide rates for labor, materials, consumables and equipment broken down by actual cost and mark-up; indications whether labor rates are fully burdened (and if so, the composition of the burden); documentation related to deployed equipment, including the make/model of the equipment and daily location (by building, room, etc.), drying and dehumidifying equipment must also have corresponding daily moisture mapping and intake and exhaust temperature and RH readings, as well as daily room temperatures; detailed scopes of work; daily project minutes; contemporaneous and verified timesheets that record labor hours worked each day by each person; overtime worked, including justifications as to the amount of overtime and the reason for such overtime; receipts for materials procured; records of materials actually used (versus those procured and not used); subcontractor invoices and their supporting costs; lodging and per diem expenses; etc. All expenses and supporting documents should be allocated to and tracked by the specific building location where the expense was incurred. Note, the aforementioned categories of information are merely illustrative and by no means serve as an exhaustive list. The failure on the part of the Contractor to adequately conform to the record keeping process in compliance with the applicable regulations shall serve as a basis to allow Tulane to recover any monies not ultimately recovered from and/or reimbursed by the federal government as a result of this conduct. The aforementioned statement does not prejudice Tulane’s rights at law or in equity in any manner.
of its request to destroy any required records. Tulane reserves the right to have copies of all such documents produced for Tulane and at Tulane’s expense, prior to Contractor’s/Subcontractors’ disposal or destruction of such documents.

iii. The failure on the part of Contractor to adequately conform to the record keeping process in compliance with this term, including the notification of destruction, shall serve as a basis to allow Tulane to recover any monies not ultimately recovered from and/or reimbursed by the federal government as a result of a lack of relevant supporting documentation.

c. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. In the event Contractor seeks such preapproval, Contractor shall first seek approval from Tulane. Any communications between Contractor and FEMA shall include Tulane.

d. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. The Federal government is not a party to this contract and is not subject to any obligations or liabilities to Tulane, Contractor, or any other party pertaining to any matter resulting from the Contract.

f. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Contract.

5) Contractor shall incorporate these terms and conditions into all applicable subcontracts.
ATTACHMENT 4 - SCOPE OF SERVICES

Disaster Emergency Recovery Services

Tulane University is seeking to obtain qualified firms/individuals to provide disaster restoration and recovery services on an as needed basis.

1. The bidder must demonstrate in its bid documents that it has the capabilities to mobilize and supervise the necessary skilled trades required to assist Tulane University in recovering from the effects of a major natural or manmade disaster or incident. Services shall include, but are not limited to, recovery from damages resulting from fire, water, wind, smoke, contamination, corrosion, and any other natural or manmade disaster. Services shall be for emergency repairs and protective measures only. **Permanent repairs shall be accomplished under a separate agreement.**

The type of services that this RFP covers, but are not limited to, are as follows:

- Glazing (Removal, Temporary Repair)
- Fire, Smoke and Water Damage Recovery
- Moisture Control
- Commercial Cleaning of HVAC Units and Ductwork, Drapes and Interior Surfaces
- Microbial Remediation
- Media Recovery (Documents, Books, Vital Records and Electronics)
- Bio hazard incidents
- Heating Ventilation and Air Conditioning (HVAC) Decontamination
- Mechanical System Repair
- Emergency Electrical System repairs (Low and High Voltage)
- Emergency Mechanical System repairs
- Debris and Hazardous Material Removal

2. Contractor is capable of delivering services in compliance with all Governor’s Office of Homeland Security & Emergency Preparedness (GOHSEP) and/or Federal Emergency Management Agency (FEMA) guidelines and regulations, any regulations or ordinances of any parish or county in the region for which the contract is awarded. The successful bidder must demonstrate the ability to provide each of the required services simultaneously on a campus to campus basis, as there may be a need for simultaneous services of the contract in more than one campus geographical location at the same time.

3. Documentation: In association with the services provided the Contractor shall prepare notifications, certifications or any other document required by applicable law or regulation and shall distribute documents as required. Contractor shall also retain copies of all such documents in its records as required by FEMA guidelines and regulations.

4. Instructional Services: The successful bidder shall provide general instructional services, at no added cost to the Owner, regarding disaster planning, restoration and recovery with respect to the covered services.