
JOB TITLE: Tulane Disaster Recovery Services

RFP ISSUE DATE: **May 4, 2021**

BID DUE DATE: All Bids are due into The Sulzer Group, Attn: Bryan J Dahlhauser, Tulane RFP-DRS, 4641 Fairfield Street, Suite D, Metairie, Louisiana 70006, by 2:00 p.m. on **June 1, 2021**.

FROM: Tulane University (“Owner”)
c/o The Sulzer Group
Tulane DRS
4641 Fairfield Street, Suite D
Metairie, Louisiana 70006

Phone: N/A
Fax: N/A
E-mail: Tulane-bids@sulzergroup.com

PRE-BID SITE VISIT: None

PRE-BID CONFERENCE: Mandatory-Zoom Conference (email participant list no later than 2:PM the day before)

Date: **May 11, 2021**
Time: 10: AM
Location: Zoom Conference

REPRESENTATIVE: Direct all correspondence regarding these Instructions to:

Name: Bryan J. Dahlhauser, The Sulzer Group
Title: RFP Coordinator
Subject: Tulane DRS
Phone: N/A
Fax : N/A
E-mail: Tulane-bids@sulzergroup.com

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 set forth in **Attachment V**.

REPRESENTATIONS:

1.1 Each Offeror/Contractor by providing a Bid represents and warrants that:

1.1.1 Contractor has read and understands the Contract Documents as set forth in **Attachment II** and the proposal is made in accordance therewith.

1.1.2 N/A

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

1.1.4 Contractor’s Bid 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 Contractors in effect at the time and at the location of the Work before submitting its Bid. 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 bid 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.

Conflicts of Interest

1.3 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.

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- 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 bid 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.

BID & EVALUATION PROCEDURES:

3.1 **Form and Style of Bids:**

3.1.1 Bids shall be submitted in the form as determined by the offeror subject to the conditions set forth herein

3.2 **Bid Conditions:**

3.2.1 GENERAL INFORMATION

3.2.1.1 Purpose

This Request for Proposals (RFP) is issued by Tulane University (“Owner”) for the purpose of entering into a contract with a qualified firm for the purpose of providing Disaster Recovery Services to the university resulting from natural or man-made events; in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) and the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) requirements for cost reimbursement. Services shall be performed on an “as needed” basis.

3.2.1.2 Scope of Services

The scope of this project is described in *Attachment V* – Scope of Services (the “Scope of Services”).

3.2.1.3 Background

Given the geographical location of Tulane University in the New Orleans, Louisiana metropolitan area, with satellite facilities throughout the Gulf South, the university’s academic mission could be adversely impacted due to a variety of natural or man-made events. The university has identified the need for support in the area of Disaster Recovery Services as part of the university’s overall Disaster Recovery Plan.

3.2.2 ADMINISTRATION INFORMATION

3.2.2.1 Term of Agreement

The period of any agreement resulting from this RFP is scheduled for a **one-year term** to begin or about **June/1st//2021** and to continue through and conclude on **May/31/2022** with an option by owner to renew for two (2) additional 12 month periods, up to a total of three (3) years.

3.2.2.2 Calendar of Events (Central Standard Time)

RFP Issued	05/04/21
Mandatory Sign-in-Sheet (day before) / Zoom Invite	05/10/21 (2 PM)
Mandatory pre-proposal Zoom Meeting	05/11/21 (10 AM)
Deadline for receiving respondent inquiries	05/18/21
Issue responses to respondent inquiries	05/25/21
Proposal submission deadline	06/01/21 (2 PM)
Notice of intent to Award	06/08/21
Execution of Agreement	no later than 06/15/21

3.2.2.3 RFP Addenda

Owner reserves the right to change the calendar of events or revise any part of this RFP by formally issuing an addendum via the Tulane Campus Services website at <https://campusservices.tulane.edu/departments/capital-projects/current-request-proposals-qualifications> at any time during the proposal period; up to 72 hours prior to the submission date.

3.2.3 PROPOSAL INFORMATION

3.2.3.1 Response Instructions

Mandatory Sign-in-Sheet (day before)

All firms planning to attend the Mandatory Pre-Proposal Meeting must submit via email, to the RFP Coordinator, Tulane-bids@sulzergroup.com, a listing of the essential firm personnel planning to participant in the Mandatory Pre-Proposal Meeting, **on or before 2:00pm CST on May 10, 2021.**

The email should include in the Subject Heading “**Disaster Recovery Service /Sign-in-Sheet**”. The body of the email should list the following for each essential participant:

Name/ Firm/ Title/ Email/ Phone #

Each essential participant listed will receive a **Zoom Invite** prior to the start of the Mandatory Pre-Proposal Meeting

Mandatory Pre-Proposal Meeting

All firms planning to submit a proposal **MUST** attend the pre-proposal Zoom meeting.

Date: **May 11, 2021**

Time: 10AM

Respondent Inquiries & Response

All e-mail inquiries regarding this RFP should include in the **Subject Heading “RFP Disaster Recovery Services/ Inquiry”** and be submitted by no later than **May 18, 2021**. The Owner will accumulate and provide a consolidated e-mail response to all inquiries on **May 25, 2021** as referenced in the calendar of Events. Only the RFP Coordinator has the authority to officially respond to a respondent’s question(s) on behalf of the Owner. Any communication from any other individual will not be considered binding in the review of proposals.

Proposal Submission Deadline

Respondents to this RFP must submit sealed proposals containing all information specified in paragraph 3.4 and in the manner outlined in paragraph 3.2.4 The original proposal with signature of the respondent’s authorized representative, (4) hard copies, and (1) *pdf copy of the original must be delivered **on or before 2:00pm CST on June 1, 2021 to the following:**

The Sulzer Group
Attn: Bryan J. Dahlhauser
Tulane RFP Coordinator -Disaster Recovery Service
4641 Fairfield Street, Suite D
Metairie, Louisiana 70006

*The pdf should be delivered on disk or thumb drive. Please ensure proper page orientation

Failure to submit an original proposal shall cause the respondent to be disqualified.

A certified copy of a board resolution or other proper authorization granting signature authority must be submitted with the proposal. Failure to submit all information requested may result in the Owner disqualifying the respondent, requiring prompt submission of missing information or giving the respondent a

lower score in the evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected or given a lower score by Owner.

It is solely the responsibility of each respondent to assure that their proposal is delivered at the specified place on or prior to the deadline for submission. Proposals not received on time will be returned unopened.

3.2.4 Proposal Format Required

The proposal should be formatted sequentially as follows:

- 1- Cover Letter**
- 2- Company Background and Experience and Past Performance**
- 3- Project Methodology**
- 4- Cost Information**
- 5- Financial Stability**
- 6- Evaluation of Selected Sub-consultants/Engineers**
- 7- Evaluation of Firm's Work Load**
- 8- Confidentiality Statement**
- 9- Attachments**

1- 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 V*.
- 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 May/31st/2024

2- Company Background and Experience and Past Performance

- a. The proposer should give a brief description of its company including a brief history, 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. An explanation and/or demonstration as to how the firm has a track record and/or systems to ensure compliance with the various requirements of Title 2 Part 200 of the Code of Federal Regulations including but not limited to the procurement practices, required contractual provisions, flow down requirements, and document creation, retention and maintenance requirements, contained therein.
- e. Statement indicating current and future contracts with FEMA or the State of Louisiana.
- f. If sub-Consultants/Engineers will be employed, the proposer should provide the same information as above regarding the sub-Consultant (s) or Engineers as is requested for the proposer.

3- 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 V*.
3. Its functional approach in identifying the tasks necessary to meet the requirements of the scope of services.
4. Its approach to Project Management and Quality Assurance.
5. Its proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables and staffing.

4- Cost Information

The proposal shall include the following:

- a. Completed *Attachment VI*, Cost (Rates) Required for Evaluation as referenced in 3.4.7. The hourly/daily rates for personnel and equipment shall be inclusive of all cost; labor, overhead and all other expense, except for travel related expenses and per-diem for personnel. The daily rate for all equipment shall be inclusive of fuel and maintenance requirements. 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 3.4.3.

5- Financial Stability

This paragraph should contain the information satisfying the requirements of paragraph 3.4.4.

6- 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.

7- Evaluation of Firm's Work Load

Demonstrate that, with the current and anticipated work backlog and work force, 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.

8- Confidentiality Statement

The proposal shall include a confidentiality statement. A Consultants' statement 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 the Consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

9- Attachments

- a. Certification Statement. Respondent must attach to the proposal a signed copy of the Certification Statement as shown in *Attachment I*.
- b. Certified copy of Board Resolution . A certified copy of a board resolution or other proper authorization granting signature authority must be submitted with the proposal.
- c. Requirement of Legal Entities - Certificate of Good Standing. Respondents who are corporations, partnerships or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of Louisiana at the time of the submission of their response to this RFP. A certificate of good standing from the Louisiana Secretary of State shall be attached to the respondent's proposal.
- d. Business Licenses. The firm shall provide to the Owner a copy of the firm's current license to provide services in the State of Louisiana, Mississippi and Texas, if required for the Scope of Services.
- e. Verification of Insurance. Provide evidence of the ability to comply with the insurance requirements as enumerated in the Master Service Agreement attached as *Attachment II*.
- f. Representation Checklist (1.4)

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- 3.1.2 All blanks on the Bid Submission Form shall be completed.
- 3.1.3 Where so indicated by the makeup of the Bid Submission Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 3.1.4 The signer of the Bid or the Contractor's authorized representative must initial any interlineation, alteration or erasure.
- 3.1.5 Contractors are cautioned to complete all alternates should such be required in the Bid Submission Form. Failure to submit alternate prices, when required will render the Bid informal and may cause its rejection.
- 3.1.6 Contractor shall deliver any additional stipulations or qualifications of its Bid attached to the Bid Submission Form.
- 3.1.7 Contractor shall certify that he is licensed under R. S. 37: 2150-2163, if applicable, and show its license number in the appropriate space on the Bid Submission Form.
- 3.2 Submission of Bids:
- 3.2.1 Bids should be returned to the Owner at the offices of The Sulzer Group provided above in a sealed envelope.
- 3.2.2 Contractor shall assume full responsibility for timely delivery. Bids shall be delivered at the time of the Bid Due Date indicated above, or any extension thereof made by addendum.
- 3.2.3 The Bid shall include the legal name of Contractor and shall be signed by the person or persons legally authorized to bind the Contractor to a contract.
- 3.2.4 Upon request from Owner, Contractor shall submit to the Owner a properly executed AIA Document A305, Contractor's Qualification Statement.
- 3.3 Evaluation
- 3.3.1 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 shall also be important factors for consideration
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3.4

Selection Criteria:

3.4.1 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 and specifically, without limitation, section 1.1 outlined in the RFP. NOTE: the same criteria will be applied to the proposed sub-consultants/engineers which the respondent intends to retain. All sub-consultants will be evaluated with the same criteria as the principal firm.

3.4.2 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% to 100 % federal grant reimbursable. This includes meeting the various requirements of Title 2 Part 215 and Title 44 Subpart 13.36, including but not limited to the mandatory procurement practices, federally required contractual provisions (set forth in *Attachment II*, Form of Agreement – Exhibit C), flow down requirements, and document creation, retention and maintenance requirements, contained therein. Owner provides a description/summary of the document creation, retention and maintenance requirements at *Attachment III*. 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.

3.4.3 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.

3.4.4 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.

3.4.5 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.

3.4.6 Representation of Local, Small, Disadvantage, & Women Owned Businesses: **5 Points**

Each proposal will be evaluated on the respondent's completion of the Representation checklist (3.2.8) and supporting documentation.

3.4.7 Cost: **20 points**

a. Respondents will submit a Rate Schedule for **all** personnel and equipment the respondent anticipates may be required to provide complete response to any potential incident for which a task order would be issued.

b. The **Cost Evaluation** will be based upon the rates submitted by the respondent. in the **Attachment VI**. 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 20 points for the cost category. The remaining proposers will receive a score based upon the following formula:

$$CS = [(LPC/PC) \times 20]$$

CS = Compared cost score for proposers

LPC = Lowest proposed cost for all proposers

PC = Proposer's cost

c. Upon 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.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

- 4.1 Contract Type:
- 4.1.1 Offerors may submit any one or a combination of the below types of bids. Offeror's proposal shall include an explanation of the rationale underlying the type of bid selected as well as any associated risks with such bid type:
- 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 (see Addendum 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 (see Addendum 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 (see Addendum 1)
- 4.2 Award:
- 4.2.1 Owner reserves the right to accept or reject any and all bids without compensation to bidders, to waive irregularities or informalities, and to accept the Bid which, in Owner's sole judgment, is most advantageous to the Owner.
- 4.2.2 The Owner shall incur no obligation to the Contractor until the Master Service Agreement in the form provided in the Contract Documents, is duly executed by both parties.
- 4.2.3 The contractor who is awarded the contract to complete the Work will be notified of the acceptance of the Bid within seven (7) working days after the Bid Due Date.
- Contractor agrees to execute the Agreement between Owner and Contractor in the form provided in the Contract Documents, no later than seven days after the Notice of Award.
- 4.2.4 If Contractor fails to complete all requirements for executing the Agreement within seven (7) working days after notification, Owner may award the contract to another contractor.
- 4.2.5 Once a bid is awarded and an Agreement is executed, the Request for Proposal and the Contractor's Bid Submission Form shall be included as a Contract Document.
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**RFP Attachments
Disaster Recovery Services**

ATTACHMENT I – Certification Statement

ATTACHMENT II - Master Services Agreement

EXHIBIT A– Contract General Terms and Conditions

EXHIBIT B – Contractors Guidelines for Working on Campus

EXHIBIT C– Additional Contract Terms for Federally Funded Projects

EXHIBIT D – COVID-19 Guidance at Tulane

ATTACHMENT III – Document Collection and Retention Summary

ATTACHMENT IV – Pre-Qualified Subcontractors

ATTACHMENT V– Scope of Services – Disaster Recovery Services

ATTACHMENT VI- Cost (Rates) Required for Evaluation

ATTACHMENT I

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):

Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

D. 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:

- (1) The information contained in the response to this RFP is accurate;
- (2) Respondent has complied with each of the mandatory requirements listed in the RFP and meets or exceeds the requirements outlined therein;
- (3) Respondent accepts all requirements, conditions and terms set forth in this RFP and the proposed agreement;
- (4) Respondent’s proposal is valid for at least 90 days from the date of respondent’s signature below;
- (5) Respondent agrees that if selected as the successful respondent, respondent will have 7 business days from the date of notice of contract award to execute the final agreement document.

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

CLIENT: _____

SIGNATURE of Respondent’s Authorized Representative

Date

ATTACHMENT II

MASTER SERVICE AGREEMENT

TULANE UNIVERSITY

Master Service Agreement

Owner: The Administrators of the
Tulane Educational Fund

MSA #:

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

Date:

Contractor:

Address :

The Administrators of the Tulane Educational Fund, herein called "Owner," and [Name of Contractor], herein called "Contractor," acknowledge that this Master Service Agreement ("Agreement") may be funded in part or in whole through funds from federal grant sources, which requires the inclusion of certain terms and conditions. Owner and Contractor agree that the Contractor shall perform the Work described herein in accordance with the provisions of this Agreement, the Contract General Terms and Conditions attached, authorized Work Orders issued from time to time and executed by Owner, and other Contract Documents which are hereby incorporated by reference, as well as applicable laws and regulations (collectively "Contract").

1. Statement of Scope of Work to be Performed.

Contractor shall fully execute the Work described in the Contract Documents, including authorized Work Orders, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. This Master Services Agreement contemplates that, from time to time during its existence, Owner will issue and Contractor will accept one or more Work Orders for discreet scopes of work. 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 Contractor 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 in writing by Owner and Contractor.

2. Contract Documents.

Given that this Agreement and all subsequent Work Orders may be funded, at least in part, with federal funds, Contractor shall perform the Work in accordance with this Agreement, the Contract General Terms and Conditions, authorized Work Orders, and applicable inquiries, specifications, plans, drawings, price lists or other data, and addenda thereto, the Request for Proposals relating to this Agreement (the "RFP"), Contractor's response(s) to the RFP, as well as Title 2, Part 215 and Title 44, Subpart 13.36 of the Code of Federal Regulations, collectively the "Contract Documents." Any conflict or inconsistency between applicable law and regulation, a provision of this Agreement, the Contract General Terms and Conditions, a provision of the RFP, a provision of Contractor's response(s) to the RFP, and a provision of any other Contract

Document shall be resolved in that order.

In addition to this Agreement and the Contract General Terms and Conditions, the Contract Documents include authorized written Work Orders and any modification to any Contract Document authorized in writing by Owner.

3. Contract Term.

Subject to Article 22 of the Contract General Terms and Conditions allowing Owner to terminate this Contract at any time, this Contract shall have a term of one year, commencing _____, and ending _____, contingent upon Contractor's satisfactorily providing annually, on or before this Agreement's anniversary date, current certificates evidencing insurance coverage of the types and in the amounts set forth in this Contract, current Unit Prices, if applicable, and current licenses, registrations or permits required by State or local government agencies. Owner shall have the option to renew this Agreement for two additional periods of one year each. In order to exercise each such option, Owner must give written notice to Contractor at least thirty days prior to expiration of the then current term.

4. Items to Be Furnished by Owner.

Owner shall furnish only such basic center lines, bench marks, 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. Contract Time for Each 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 Contractor shall achieve Substantial 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. Contract Price.

6.1 The Owner shall pay the Contractor the Contract Price associated with each authorized Work Order in current funds for the Contractor'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 Contractor, based upon Applications for Payment properly submitted by the Contractor 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 Contractor, 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, Contractor shall estimate the value of all Work performed under each Work Order and submit an Application for Payment to Owner for such amount. If Owner agrees with such estimate, it shall pay Contractor an amount equal to the value of the Work less ten percent (10%), and less the aggregate of all payments previously made or charged to Contractor 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 retainage and less prior payments and charges, and Contractor 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 or material not remedied, claims filed, or reasonable evidence indicating the probability of filing of claims, failure of Contractor to make payments properly to its subcontractors, 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 Contractor when the Contractor has fully performed the Work Order.

The Owner's final payment to the Contractor for each Work Order shall be due 60 days after final invoicing by Contractor upon completion of the Work Order or when requested by Owner for any specific Work Order work, or fifteen days after receipt by Owner from Contractor of a clear lien and privilege certificate dated after expiration of the lien period for subcontractor and supplier claims has expired under Louisiana's Private Works Act, whichever is later. (Owner may waive clear lien and privilege certificate requirement when no subcontractors are employed for the Work by Contractor.)

8. Insurance.

The Contractor shall procure and maintain for the duration of this Agreement 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 Contractor's liability or indemnification requirements.

8.1 Contractor's Workers' Compensation and Employers Liability Insurance

(a) Coverage for claims for damages arising out of bodily injury, occupational

- sickness or disease or death of Contractor'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 each accident, \$1,000,000 bodily injury by disease for each employee and \$1,000,000 bodily injury by disease in the aggregate.
 - (c) If leased employees will be utilized to perform any portion of the Work, the policy shall contain an alternate employer endorsement in favor of Owner.

8.2 Contractor's Commercial General Liability Insurance on a form as least as broad as the current edition of ISO CG 0001

- (a) The minimum limits of liability under this insurance requirement shall be not less than the following:
 - (i) General Aggregate Limit (other than Product-Completed Operations) . . . \$1,000,000
 - (ii) Product-Completed Operations Aggregate Limit . . . \$1,000,000
 - (iii) Personal Injury Limit . . . \$1,000,000
 - (iv) Each Occurrence Limit . . . \$1,000,000
 - (v) Products and Completed Operations coverage shall be provided for a period of not less than three years after the date the Project is Substantially Complete.
- (b) Coverage shall include contractual and tort indemnity obligation.
- (c) Coverage shall include property damage liability.

8.3 Contractor's Automobile Liability Insurance shall not be less than the minimum limits of liability of \$1,000,000 for all owned, non-owned and hired vehicles used by contractor.

8.4 Professional Liability (Errors & Omissions) Insurance. The minimum limits of liability shall be not less than \$2,000,000 each claim and \$2,000,000 annual aggregate.

8.5 Other required terms and conditions:

- (a) Deductibles or Self Insured Retentions. The funding of deductibles and self-insured retentions maintained by Contractor shall be the sole responsibility of Contractor. Self-Insured Retentions in excess of \$25,000 must be approved by Owner in writing.
- (b) Additional Insured. Coverage must be provided to the Owner as an additional insured under Contractor's Commercial General Liability and Automobile Liability policy as respects liability arising from work or operations performed by or on behalf of the Contractor.
- (c) Waivers of Subrogation. Contractor agrees to waive all rights of recovery and shall cause its insurers to waive all rights of subrogation against Owner, its officers, directors, trustees, employees and agents 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 Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the Owner. Contractor further agrees to hold harmless and indemnify the Owner for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

- (d) Primary and Non-Contributory. Any coverage applicable to Owner under Contractor's insurance policies shall be primary and non-contributing with any insurance maintained by Owner in its own name and on its own behalf.
- (e) 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.
- (f) Consultant's or Sub-contractor's Insurance. Unless otherwise approved by Owner, Contractor will cause each consultant or sub-contractor employed by Contractor to purchase and maintain the same insurance coverages and will furnish certificates of such insurance to Owner.
- (g) Notice of Cancellation. Contractor 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.
- (h) 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.
- (i) Verification of Coverage. Contractor 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.
- (j) 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.

This Agreement is effective as of the day and year first written above.

OWNER:
 THE ADMINISTRATORS OF THE
 TULANE EDUCATIONAL FUND

CONTRACTOR:
 [*Insert Name*]

By: _____
 (Signature)

 (Printed Name)

 (Title)

By: _____
 (Signature)

 (Printed Name)

 (Title)

 (Contractor's License #)

(Other Licenses)

Mark an "X" in Box if Unit Pricing Schedules are attached as Exhibit C

Rev. 9-12-02

Contract

General Terms and Conditions

1. Contractual Relationship.

In the performance of this Contract, including any Work Orders authorized, Contractor shall operate as an independent contractor and not as agent of Owner. No personnel furnished by Contractor shall be deemed under any circumstances agents or servants of Owner.

2. Work to be Performed.

Contractor 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, except such items as Owner in this Contract explicitly and in writing agrees to supply or furnish to or for the use of Contractor. 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 Contractor's Work.

3. Conflicts of Interest.

Contractor 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 Part 215 and Title 44 Subpart 13.36 of the Code of Federal Regulations). 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.

4. Drawings and Specifications.

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

Contractor agrees to furnish such drawings and data as Owner may specify. Owner reserves the right to review and comment on such drawings and data to the extent, if any, that Owner deems desirable for its purposes. Drawings will not be returned to Contractor 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 Contractor of any responsibility or liability for the accuracy and completeness of such data and materials or be interpreted so as to imply approval of such drawings and data.

5. Changes in Drawings and Specifications; Contractor Claims.

Owner reserves the right to make any change in Work Order specifications and/or drawings, by giving written notice thereof to Contractor. 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 Contract Price and/or the time of performance shall be made so long as, for any change believed by the Contractor to entitle it to an increase in the Work Order Contract Price or Contract Time, the Contractor 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 Contractor's written notice shall include the Contractor's representation that the change entitles Contractor to increase the Contract Price and/or Contract Time associated with a Work Order, the reasons/bases for that representation and, to the best of Contractor's ability at that time, the amount of the increase in Work Order Contract Price and/or Contract Time. Such notice by Contractor shall be timely supplemented, if requested by Owner, with additional detail appropriate for Owner review and in the form requested by Owner. Failure by Contractor to provide timely written notice or to supplement that notice in compliance with this paragraph waives Contractor's right to an increase in the Work Order Contract Price and/or Contract Time for such change.

In the event Contractor believes it has any basis for making a claim against Owner for additional Work Order compensation or time, Contractor 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 Contractor to provide timely written notice in compliance with this paragraph waives Contractor's right to claim additional compensation or time.

In no event shall any claim by Contractor to Owner for changed work or for any other basis include claims for consequential damages. "Consequential damages" as used herein include, but are not limited to, alleged damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business reputation or bonding capacity; or for loss of anticipated profit on this Work or on other projects.

6. Responsibility for Work.

Unless explicit written exception by Contractor is contained in the Contract Documents, Contractor 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. Contractor shall be responsible for all materials delivered and work performed until completion and acceptance by Owner, and upon completion, the Work shall be delivered complete and undamaged.

7. Contractor's Employees.

Contractor shall employ a competent superintendent who, on behalf of the Contractor, shall have complete charge of all Work. Contractor shall advise Owner in writing of the name, address and telephone number (day and night) of the designated superintendent. An employee of the Contractor adjudged by Owner as unskilled or unfit shall be promptly removed upon receipt of written notice from Owner and shall not be re-employed on the Work except by consent of Owner.

8. Working Conditions.

All of the Contractor's employees engaged in the Work, as well as the Contractor's representatives, suppliers, subcontractors 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 Contractor 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.

9. Scheduling Work.

Owner represents that it and other contractors and their subcontractors may be working at the site of the Work during the performance of this Contract. Owner reserves the right to direct the Contractor 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, other contractors or their subcontractors. Contractor shall make available for Owner's use during the progress of the Work any portion of the Work requested by the Owner.

Within five (5) calendar days of its receipt of any Work Order, Contractor 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 Contractor believe that any change in the schedule or order of performance of any Work Order to provide a basis for a claim by Contractor for additional Work Order Contract Sum or Contract Time, Contractor 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 Contractor 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 Contractor's written notice shall include the Contractor's representation that the change in schedule or order of performance of the Work Order entitles Contractor to increase the Work Order Contract Price and/or the Contract Time, the reasons/bases for that representation and, to the best of Contractor's ability at that time, the amount of the increase in Contract Price and for Contract Time. Such notice by Contractor 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 Contractor to provide timely written notice or to supplement that notice in compliance with this paragraph

waives Contractor's right to an increase in the Contract Price and/or the Contract Time for such change.

10. Inspection of Work.

All Work and/or material furnished by Contractor shall be at all times open to inspection by Owner. Contractor agrees to coordinate all requirements for inspections, including Owner's inspections. Inspection or failure to inspect by Owner shall not relieve Contractor of any responsibility or liability with respect to materials and workmanship, nor constitute acceptance thereof by Owner. If, upon inspection, any Work or materials are found not to be equal to acceptable standards in the opinion of the Owner, Contractor shall replace such unacceptable Work or materials to Owner's satisfaction. In the event of Contractor's failure so to replace any such unacceptable Work or materials, Owner may replace the Work or materials itself and deduct the cost thereof from the Contract Price.

If the specifications, Owner's instructions, laws, ordinances, or any public authority require any Work to be especially tested or approved, Contractor shall give Owner timely notice of its readiness for inspection and, if the inspection is by another authority than the Owner, timely notice of the date fixed for such inspection.

11. Cleaning Site.

During performance of the Work under this Contract and upon termination or completion thereof, Contractor shall remove all debris and waste material and keep and leave the site of the Work in a condition satisfactory to Owner. Failure by Contractor to keep site clean shall entitle Owner to have it cleaned by its forces or by others, and back charge Contractor for such effort.

12. Subcontractors.

When subcontracting, Contractor shall solicit for and contract with such subcontractors in compliance with the procurement requirements of Title 2, Part 215 and Title 44, Subpart 13.36 of the Code of Federal Regulations, including but not limited to compliance with all competition requirements, avoiding and/or mitigating conflicts of interest, contracting with small and minority firms, women's business enterprises, and labor surplus area firms, and imposing all federally mandated contract terms.

The Contractor 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.

13. Bonding

For Work Orders exceeding \$100,000, where the Federal Awarding Agency has not issued more specific guidance, Contractors shall:

- Provide a bid guarantee equivalent to five percent (5%) of the Work Order price;
- Provide a performance bond for one hundred percent (100%) of the Work Order price; and

- Provide a payment bond for one hundred percent (100%) of the Work Order price.

Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 C.F.R. Part 223.

14. Laws and Regulations.

Contractor 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 215 and Title 44, Subpart 13.36 of the Code of Federal Regulations. Contractor shall procure and pay for all permits and inspections required by any governmental authority for any part of the Work, and shall furnish any bonds, security, or deposits required to permit performance of the Work. Contractor shall promptly notify Owner if the drawings and/or specifications are at variance with requirements of any applicable law, ordinance, rule or regulation.

15. Safety Regulations.

Contractor shall take all necessary precautions to protect all property and persons from damage or injury arising from the Work. Contractor 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, permittees, and subcontractors.

16. Performance Time.

Time is of the essence of this Contract and all actions taken by the parties hereto shall be taken to the end that the performance of this Contract shall be fully expedited.

17. Delays and Extension of Time.

If Contractor 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 Contractor. The content of the written notice shall comply with that described in Paragraph 9 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. Delays caused by Owner or circumstances beyond the reasonable control of Contractor and not reasonably foreseeable by Contractor in time to be prevented may provide the basis for an extension of Contract Time, unless waived.

18. Liens and Claims.

Contractor 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 Contractor or its subcontractors under this Contract, or costs and charges arising out of or in connection with any act or representation of Contractor, its agents or employees.

Contractor shall immediately pay and discharge, or shall provide security sufficient and

satisfactory to pay and discharge, any obligation or alleged obligation it or any of its subcontractors may have in aid of the enforcement of which a lien or right of any kind is established, or is attempted to be established, upon or against the Work or the real property upon which the Work is situated. Contractor shall immediately bond off or otherwise cause to be removed any lien filed by a subcontractor, supplier or workman of any tier against the Work or the real property upon which the Work is situated, regardless of whether or not lien is considered proper by Contractor.

Owner may, as a condition precedent to any payment hereunder, require Contractor to submit partial or complete waivers and releases of any and all claims of any person, firm or corporation. Such releases shall be submitted covering all such claims as a condition precedent to final payment and may be required, at Owner's discretion, as a condition precedent to progress payments.

19. Injury to Persons and Damage to Property.

Contractor hereby agrees to indemnify, protect, defend and hold harmless Owner, its affiliates, officers, administrators, directors, employees and agents, from and against all claims, suits, judgments, costs, demands, losses, expenses (including attorneys' fees) and liabilities of whatsoever kind or nature resulting from personal injury (including death) to any person, including employees of Contractor and its subcontractors, and any loss of or damage to property resulting from, incident to, connected with or arising out of the performance of this Contract and caused by the actual or alleged negligent acts or omissions or other actual or alleged breach of a legal duty of Contractor, its subcontractors, their representatives, agents, invitees, licensees or anyone employed by them or for whom they may be liable, irrespective of whether the injury, loss or damage occurs during or subsequent to the performance of this Contract, and regardless of whether or not caused in part by Owner or its representatives. When such damages are caused in part by the negligence of the indemnified parties, Contractor's liability hereunder shall be reduced in proportion to such negligence on the basis of comparative negligence or fault. The provisions of this paragraph shall survive any payment or satisfaction of this Contract.

20. Guarantees.

All materials and equipment furnished and all Work performed by Contractor pursuant to this Contract shall be guaranteed to be of the best quality of their respective kinds (unless otherwise authorized by Owner), to be free from faulty design (to the extent said design is not specified by Owner), workmanship or materials, and to be of sufficient size and capacity and of proper material so as to fulfill in all respects the operating requirements specified. Contractor agrees that it will repair or replace all materials, equipment or other Work furnished or performed by Contractor in which failure to conform to the aforesaid guarantee in any respect is discovered and communicated to Contractor during the progress of the Work or within one (1) year from the date of acceptance of the Work as a whole, provided however, that if Contractor's field forces required for such replacement are not reasonably available, Owner may, at its option, make the necessary repairs and charge the cost thereof to Contractor. Such guarantee shall be in addition to and not in lieu of all other guarantees, rights and remedies Owner enjoys under this Contract or at law.

21. Taxes and Assessments.

Except to the extent otherwise indicated in this Contract, Contractor 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 Contractor, or payments made to Contractor 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 Contractor on Work under this Contract.

22. 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 Contractor's default, Owner shall pay Contractor that portion of the Work Order Contract Price corresponding to the Work completed to the Owner's satisfaction, together with costs necessarily incurred by the Contractor in terminating the remaining portion of the Work, less any payments made before termination. In no event shall Owner pay Contractor anticipated profit for work not performed. In no event shall Owner pay Contractor amounts aggregating in excess of the total Work Order Contract Price for any Work Order terminated.

23. Non-Assignment.

Contractor 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.

24. Contract Includes Entire Agreement.

This Contract embodies the entire agreement between Owner and Contractor. Contractor 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.

25. Hazardous Materials.

Contractor warrants that the Work or Work site will not be used or operated in any manner that will result in the storage, use, treatment, manufacture and disposal of any Hazardous Materials (hereinafter defined) upon the Work or Work site or which will result in Hazardous Materials contamination (hereinafter defined). "Hazardous Materials" as used herein means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et. seq.*), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et. seq.*) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which is prohibited by any

applicable environmental law or regulation including but not limited to the Hazardous Material Transportation Act, as amended (49 U.S.C. § 1801, et. seq.), the Toxic Substance Control Act, as amended (15 U.S.C. § 2601, et. seq.), the Louisiana Environmental Quality Act (LSA-R.S. 30:2001, et. seq.), the Louisiana Solid Waste Management and Resource Recovery Law (LSA-R.S. 30:2151, et. seq.), the Louisiana Hazardous Waste Control Law (LSA-R.S. 30:2171, et. seq.), the Louisiana Resource Recovery and Development Act (LSA-R.S. 30:2301, et. seq.), and the Hazardous Materials Transportation and Motor Carrier Safety Law (LSA-R.S. 32:1501, et. seq.) (hereinafter referred to as “Laws”) or by any other legal requirements affecting the Work or the Work site. The term “Hazardous Materials Contamination” means the contamination of the Work or Work site, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Work or Work site.

In addition to and without limiting the generality of any other provision of this Contract, Contractor shall and hereby does agree to defend, indemnify and hold Owner, its affiliates, officers, directors, administrators, employees and agents, harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities, including, but not limited to, attorney’s fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other clean up activities, arising out of or in the manner connected with (i) the “release” or “threatened release” (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Contractor or Contractor’s employees, agents, invitees, licensees, sub-contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Work or Work site. The provisions of this paragraph shall survive any payment or satisfaction of this Contract.

26. Statutory Employer.

Owner shall be considered the statutory employer of Contractor’s employees and its Subcontractors 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, Contractor or its Subcontractors 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 Contractor or any of its Subcontractors. Further, it is acknowledged that Owner has no control or involvement in the hiring, firing, or direct supervision or direction of any such employees. Contractor shall include corresponding language in all subcontracts reflecting Owner’s statutory employer status.

27. Claims and Disputes.

Except for Owner’s demand for injunctive relief requesting Contractor’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 Contractor'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.

Contractor 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. Contractor 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 Agreement 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 Federal Rules 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.

The Contractor 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.

28. Louisiana Law Applicable

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

29. Equal Opportunity.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age, handicap or veteran status. The Contractor will take affirmative action to insure 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 Contractor'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.

30. Waiver of R.S. 9:2773

The Contractor hereby specifically waives any and all provisions of Louisiana Revised Statute 9:2773 that limit its responsibility and obligation for any damage or loss arising under Louisiana Civil Code Article 667 to that of acting as a surety for the Owner. Further, the Contractor waives all provisions of Louisiana Revised Statute 9:2773 that afford it any indemnification rights against the Owner.

31. Hazard Communication Addendum

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

32. Statement of Policy on Harassment

Contractor shall familiarize itself with, and train each of its employees and subcontractors 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. Contractor agrees to advise its employees and subcontractors of this policy. Any employee, agent or representative of Contractor or a subcontractor who violates the Harassment Policy shall, at the request of Tulane, be removed from any work on a Tulane project.

33. Guidelines for Contractors Working on Campus

Contractor agrees to comply and have its subcontractors comply with Tulane's Facilities Services Contractor Guidelines for Working on Campus attached as Exhibit B to these Contract General Terms and Conditions.

34. Federally Funded or Assisted Work

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

The Contractor 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.

35. Severability

Should any court determine that any one or more articles of this Contract Documents 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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Title)

By: _____
(Signature)

(Printed Name)

(Title)

**EXHIBIT A
TO
MASTER SERVICE AGREEMENT CONTRACT
GENERAL TERMS AND CONDITIONS**

HAZARD COMMUNICATION ADDENDUM

Pursuant to CFR 1910.1200 (OSHA Hazard Communication Standard), Tulane University is responsible for making available to and advising _____ (Contractor) 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 Contractor to in turn communicate this same information to its employees and subcontractors.

Further, Contractor 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 subcontractors 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 Contractor respectively:

TULANE UNIVERSITY CONTACT

CONTRACTOR CONTACT

Name:

Name:

Position or Title:

Position or Title:

Date:

Date:

12. Avoid sharing equipment, machinery, and tools between employees when feasible. When equipment sharing is not avoidable, provide US Environmental Protection Agency (EPA)-approved disinfectants for employees.
13. Schedule regular cleaning of the work areas and equipment following CDC Guidance using disinfectants approved by the EPA: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>.
 - a. High touch areas should be frequently disinfected following CDC Guidance (tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc.).
 - b. As noted above, machinery and tools should be disinfected when sharing with other employees.

B. Instructions for contractor supervisors to include in the COVID-19 Response Plan

1. If an employee has a suspected or confirmed case of COVID-19:
 - a. Instruct employee to stay home, self-isolate, and contact their healthcare provider.
 - b. Contact your Tulane Project Manager to report the suspected or confirmed case.
 - c. Determine areas and individuals who the employee may have had close contact with within the past 14 days.
 - i. Inform close contacts. Do not disclose the infected individual's identity unless authorized to do so.
 - ii. Instruct close contacts to isolate according to CDC guidelines.
 - d. Coordinate with your Tulane Project Manager regarding COVID-19 decontamination activities. Contractor shall decontaminate spaces where suspected or confirmed COVID-19 individuals worked in the past 14 days.
 - e. Develop return to work guidelines with the employee and their healthcare provider.

