

TULANE UNIVERSITY  
REQUEST FOR PROPOSAL – Preliminary Damage Assessments (PDA) Inspection Services

JOB TITLE: Tulane Preliminary Damage Assessments (PDA) Inspection Service

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

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

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FROM: Tulane University (“Owner”)  
c/o The Sulzer Group  
4641 Fairfield Street, Suite D  
Metairie, Louisiana 70006  
Phone: N/A  
Fax: N/A  
E-mail: [Tulane-bids@sulzergroup.com](mailto:Tulane-bids@sulzergroup.com)

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PRE-PROPOSAL SITE VISIT: None

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PRE-PROPOSAL CONFERENCE: Mandatory-Zoom Conference (email participant list no later than 2:PM the day before)  
Date: **May 12, 2021**  
Time: 10:AM  
Location: Zoom Conference

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REPRESENTATIVE: Direct all correspondence regarding these instructions to:  
Name: Bryan J. Dahlhauser, The Sulzer Group  
Title: RFP Coordinator  
Subject: Tulane PDA  
Phone: N/A  
Fax : N/A  
E-mail: [Tulane-bids@sulzergroup.com](mailto:Tulane-bids@sulzergroup.com)

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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 IV**.

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REPRESENTATIONS:  
1.1 Each Offeror/Contractor by providing a proposal 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 Contractor has visited the work site or is otherwise familiar with the local conditions under which the Work is to be performed.  
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*.

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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.

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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:

### 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 Preliminary Damage Assessments (“PDA”) Inspections of the Owner’s facilities in the aftermath of a Declared Disaster; services provided must comply with regulatory agency requirements and be 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 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 wide variety of natural events. The university has identified the need for support in the area of Preliminary Damage Assessments (“PDA”) Inspections as part of the university’s overall Disaster Response Plan.

#### 3.2.1.3 Scope of Services

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

### 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 on or about June 1, 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

RFP Issued	05/04/21
<b>Mandatory Sign-in-Sheet (day before) / Zoom Invite</b>	05/11/21 (2 PM)
<b>Mandatory pre-proposal Meeting</b>	05/12/21 (10 AM)
Deadline for receiving respondent inquiries	05/19/21
Issue responses to respondent inquiries	05/26/21
Proposal submission deadline	06/02/21 (2 PM)
Notice of intent to Award	06/09/21
Execution of Agreement	no later than 06/16/21

### **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](mailto: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 11, 2021**.

The email should include in the Subject Heading “**Pre-Damage Assess/ 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 12, 2021**

Time: 10AM

#### **Respondent Inquiries & Response**

All e-mail inquiries regarding this RFP should include in the **Subject Heading “RFP Pre-Damage Assess/ Inquiry”** and be submitted by no later than **May 19, 2021**. The Owner will accumulate and provide a consolidated e-mail response to all inquiries on **May**

26, 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 2, 2021 to the following:**

The Sulzer Group  
Attn: Bryan J. Dahlhauser  
Tulane RFP Coordinator – Pre Damage Assessment  
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- Familiarity with local geography, facilities and working on college campuses**
- 9- Confidentiality Statement**
- 10- 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 IV*.
- 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/31<sup>st</sup>/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 IV*.

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. The completed Table as presented in 3.4.9. The hourly rates shall be inclusive of labor, overhead, and all other expenses, except travel. Failure to provide an hourly rate for each position 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 back log 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- Familiarity with local geography, facilities and working on college campuses**

This paragraph should contain the information satisfying the requirements of paragraph 3.4.7.

### 9- 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.

### 10-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)

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.

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: 20 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 200 of the Code of Federal Regulations, 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: 5 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 Evaluation of selected sub-consultants: 10 Points**

The sub-consultants will be evaluated with the same criteria as the principal firm. The details of this criterion are explained in paragraph 3.4.1 and 3.4.2.

**3.4.7 Familiarity with local geography, facilities, and working on college campuses: 15 Points**

The firm must demonstrate familiarity with the geographic area of the Owner, the applicable codes and regulations, college campuses-- Required information: (1) Provide a list of similar type projects performed in the New Orleans metropolitan area; (2) provide list of projects of this type in other areas; and (3) provide a list of projects performed in an educational environment-- especially any projects performed at a post-secondary educational institution.

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

Each proposal will be evaluated on the respondent’s completion of the Representation checklist (1.4) and supporting documentation.

**3.4.9 Cost: 5 Points**

For Preliminary Damage Assessment: The cost evaluation will be based upon the hourly labor rates submitted by the respondent. The hourly rates shall be inclusive of all costs, except for travel related expenses and per-diem. The lowest cost will be determined by the sum of all hourly rates submitted. The respondent with the lowest “total hourly cost-all positions” will receive 5 points for the cost category. The remaining proposers will receive a score based upon the following formula:

$$CS = [(LPC/PC) \times 5]$$

CS = Compared cost score for proposers  
LPC = Lowest proposed cost for all proposers  
PC = Proposer’s cost

Table – Personnel Cost Required:

Position	Estimated Number Required	Hourly Rate	Total Cost
Lead Inspector	20		
Inspector	20		
Damage Assessment Coordinator	2		
		Total Cost	

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 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:
- 4.1.2  *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 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.
- 4.2.2 Once a proposal is awarded and an Agreement is executed, the Request for Proposal and the proposal shall be included as a Contract Document.

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

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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.

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COMMENCEMENT DATE & COMPLETION TIME:

6.1 Completion Time:  
6.1.1 Contractor hereby agrees to commence Work and to fully complete the project as provided in the Contract Documents. Contractor's attention is especially directed to the urgency of this Work and that time is of the essence.

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**RFP Attachments  
Preliminary Damage Assessment**

**ATTACHMENT I – Certification Statement**

**ATTACHMENT II - Master Services Agreement**

**EXHIBIT A– Contract General Terms and Conditions**

**EXHIBIT B – Professional Guidelines 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 – Scope of Services – Preliminary Damage Assessment**



**ATTACHMENT I**

**CERTIFICATION STATEMENT**

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (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: \_\_\_\_\_

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**SIGNATURE of Respondent’s Authorized Representative**

**Date**

**ATTACHMENT II**

**MASTER SERVICE AGREEMENT  
FOR PROFESSIONAL SERVICES**

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**TULANE UNIVERSITY**

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## **Master Service Agreement for Professional Services**

Owner:                      The Administrators of the                      MSA # :  
   Tulane Educational Fund

Address:                      6823 St. Charles Avenue                      Date:  
   New Orleans, LA 70118  
Attn: \_\_\_\_\_

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”) 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 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 attached, authorized Work Orders issued from time to time and executed by Owner, and other 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.**

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 consultants 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.

**2. Contract Documents.**

Given that this Agreement and all subsequent Work Orders may be funded, at least in part, with federal funds, Professional 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”), Professional’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 Professional’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 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 **one year**, commencing \_\_\_\_\_, and ending \_\_\_\_\_, 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. Owner shall have the option to renew this Agreement for **two** additional periods of **one** year each. In order to exercise such option, Owner must give written notice to Consultant at least thirty days prior to expiration of the current term.

### **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. 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 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. Contract Price.**

- 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 sub-consultants, 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 employers liability law.
  - (b) Employer's Liability limits of not less than \$1,000,000 bodily injury for accident or disease for each employee.
  - (c) If leased employees will be utilized to perform any of the Work, the policy shall contain an alternate employer endorsement in favor of Owner.
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.

The minimum limits of liability shall be not less than \$1,000,000 each claim and \$2,000,000 annual aggregate.

Umbrella or Excess Coverage

Minimum limits of \$3,000,000.

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 defined below) 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-consultant’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.

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

**OWNER:**  
THE ADMINISTRATORS OF THE  
TULANE EDUCATIONAL FUND

**PROFESSIONAL:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**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 consultant 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, sub-consultants, 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.

## **3. Scope of 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 Part 215 and Title 44 Subpart 13.36 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 sub-consultant (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.

### **6. Responsibility for Work.**

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/Sub-consultants.**

When subcontracting, Professional shall solicit for and contract with such sub-consultants 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.

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 sub-consultants and will require its sub-consultants to do likewise.

### **8. Working Conditions.**

All of the Professional's employees engaged in the Work, as well as the Professional's representatives, suppliers, sub-consultants 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 sub-consultants and will require its sub-consultants to do likewise.

## **9. Scheduling Work.**

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 215 and Title 44, Subpart 13.36 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, permittees, and sub-consultants.

**13. Performance Time.**

Time is of the essence of this Contract.

**14. Delays and Extension of Time.**

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 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. 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 sub-consultants 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, (collectively, “Loss”) (i) based upon any allegation or contention that Professional or any one of its officers, directors, employees, agents, representatives, servants, sub-consultants, or vendors is an employee, servant or agent of Owner, including, without limitation, claims for the payment of federal, state or local taxes or workers' 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, or other claims brought by any person (specifically including without limitation Professional's employees and agents) that arise out of, result from or are in any way connected with Professional's operations, activities or Work under this Contract, regardless of whether or not such Loss is caused, in part, by negligence or fault attributable to any of the Owner Indemnified Parties; when such Loss is caused in part by the negligence of any of the Owner Indemnified Parties, Professional's liability hereunder shall be reduced in proportion to such negligence on the basis of comparative negligence or fault; 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.

**19. Non-Assignment.**

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.

**21. Hazardous Materials.**

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 Work 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 Sub-consultants 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 sub-consultants 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 Sub-consultants. 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.

**24. Louisiana Law Applicable.**

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

## **25. Equal Opportunity.**

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 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 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.

## **26. Hazard Communication Addendum.**

The Hazard Communication Addendum, attached 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 sub-consultants 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 sub-consultants of this policy. Any employee, agent or representative of Professional or sub-consultant 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 sub-consultants comply with Owner's Professional and Consulting Services Guidelines for Working on Campus attached as Exhibit B to these General Terms and Conditions.

## **29. 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 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 sub-consultants and will require its sub-consultants 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

**PROFESSIONAL:**

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

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

**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 sub-consultants.

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 sub-consultants 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:

**TULANE UNIVERSITY CONTACT**

**PROFESSIONAL CONTACT**

Name:

Name:

Position or Title:

Position or Title:

Date:

Date:

## **EXHIBIT B**

to

### **Master Services Agreement for Professional Services**

#### *PROFESSIONAL GUIDELINES FOR WORKING ON CAMPUS*

1. Parking permits are required for all vehicles parked on the Tulane campus. Parking Permits and campus maps may be obtained at the Office of Public Safety, located on the first floor of the Diboll Complex.
2. Professionals must contact their Facilities Services 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 Facilities Services Project Manager to insure 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 with the Control Center, Facilities Services Department, 24 hours before such work is scheduled to be performed. Filing may be done through the Facilities Services Project Manager or, telephonically, by contacting the Control Center, Facilities Services Department at 865-5445.
6. Access to secured areas shall be coordinated 24 hours in advance through the Facilities Services Project Manager.
7. Should work require a utility to be shutdown, coordination must be made at least 48 hours in advance with the Facilities Services 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 insure 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”.

13. Owner’s COVID-19 Safety Guidance. Professional shall comply with Owner’s COVID -19 Safety Guidance for Tulane Contractors Performing Work at Tulane ("Guidance"), as that Guidance may be revised. A copy of the current version of that Guidance is attached hereto as Exhibit D.

**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. “Professional” means the party opposite Tulane executing this Agreement (*i.e.*, the prime consultant to Tulane), also referred to below as “Consultant”.
- c. “Prime Contract” means the grant between Tulane and the cognizant government agency.
- d. “Subcontract” means any contract placed by Professional with any third party in performance of this Contract.
- e. “Sub- Consultant” or “sub-consultant”) means any third party the Professional enters into a Subcontract with in performance of this Contract.
- f. “Tulane” means Owner.

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 Professional to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through Tulane. 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 Tulane.
- b. Professional shall flowdown the below provisions to all sub-consultants as required by law and regulation, and require all of its sub-consultants to similarly flowdown such requirements.

3) Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts at all Tiers that Exceed the Small Purchase Threshold (as defined at 2 C.F.R. Part 215):

- a. *Equal Employment Opportunity* — Professional shall comply with E.O. 11246, “Equal Employment Opportunity” (30 Fed. Reg. 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- b. *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 Professional or sub-consultants 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, “Contractor and Sub-Contractors 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 Professional or sub-consultant 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 Professional or sub-consultant shall report all suspected or reported violations to Tulane and the Federal awarding agency.
- c. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)* —When required by Federal program legislation, all construction contracts awarded by Tulane, the Professional or the sub-consultants 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 Professional and sub-consultant 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 Professional and sub-consultants shall be required to pay wages not less than once a week. The 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 Professional and sub-consultant shall report all suspected or reported violations to Tulane 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), if in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts (and Subcontracts) that involve the employment of mechanics or laborers, shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under section 102 of the Act, the Professional and sub-consultants shall be required to 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. *Rights to Inventions Made Under a Contract or Agreement* —If the Contract or Subcontracts are for the performance of experimental, developmental, or research work, such Contract/Subcontract provides for the rights of the Federal Government and Tulane 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 \$100,000 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 Tulane and the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- g. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* —The Professional and sub-consultants who apply or bid for an award of \$100,000, upon acceptance of the contract certify their compliance with the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Tulane.
- h. *Debarment and Suspension (E.O.s 12549 and 12689)*—The Contract and Subcontracts, if expected to equal or exceed \$25,000 and certain other contract awards (see 2 C.F.R. § 180.220), shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System 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 E.O. 12549.

The Excluded Parties List System has recently been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

- 4) Applicable to all FEMA (or Potentially FEMA Funded) Contracts and Subcontracts at All Tiers as Stipulated Below in Parenthesizes:
- a. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). (All construction contracts awarded in excess of \$10,000 Tulane and their Consultant or sub-consultants).
  - b. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). (All contracts and subcontracts for construction or repair).
  - c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). (Construction contracts in excess of \$2000 awarded by Tulane, its Consultant and sub-consultants when required by Federal grant program legislation).
  - d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). (Construction contracts awarded by Tulane, its Consultant and sub-consultants in excess of \$2000, and in excess of \$2500 for other contracts/subcontracts which involve the employment of mechanics or laborers).
  - e. Notice: This Contract and Subcontracts are subject to awarding agency-specific requirements and regulations pertaining to reporting.
  - f. Notice: This Contract and Subcontracts are subject to the awarding agency’s requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
  - g. Notice: This Contract and Subcontracts are subject to the awarding agency’s requirements and regulations pertaining to copyrights and rights in data.
  - h. Tulane, the Professional, sub-consultants , 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 and sub-consultants which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - i. The Professional and sub-consultant shall retain all required records for a minimum of five years after receiving final payments and all other pending

matters are closed.<sup>1</sup> At the conclusion of the aforementioned retention period, under no circumstances will Consultant or sub-consultant dispose of or destroy any required records before obtaining the written approval of Tulane. Tulane reserves the right to have copies of all such documents produced for Tulane and at Tulane's expense, prior to Consultants or sub-consultants' disposal or destruction of such documents.

- j. 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 \$100,000)
- k. Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

<sup>1</sup> This Contract is subject to the record retention requirements of Title 2, Part 215 and Title 44, Subpart 13.36 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 sub-consultants), 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); sub-consultant 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 Consultant 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.

## **EXHIBIT D**

### **TO**

### **MASTER SERVICE AGREEMENT**

#### **COVID -19 Safety Guidance for Tulane Contractors Performing Work at Tulane Effective March 15, 2020**

*(To be incorporated into the OEHS Contractor Safety Program available to Tulane Project Manager on the OEHS website <https://risk.tulane.edu/oehs>)*

#### **Purpose**

This document applies to all contractors performing work on any Tulane University property (i.e. Tulane; Tulane campus), owned or leased, effective March 15, 2020 and is intended to aid contractors in developing COVID-19 policies and procedures in order to work on a Tulane campus. This document also outlines the responsibility of the contractor in the event of a contractor employee's illness on Tulane's campus.

#### **Definitions**

- **COVID-19** – A respiratory disease caused by the SARS-CoV-2 virus.
- **Symptoms of COVID-19** – Fever, cough, shortness of breath are the most common. Other symptoms may include muscle pain, chills, headache, sore throat, and new loss of taste or smell. <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>
- **Suspected Positive** – An individual showing COVID-19 symptoms, but has not tested positive for the virus.
- **Close Contact** – Living with or caring for a suspected or confirmed COVID-19 individual, being within six feet of a suspected or confirmed COVID-19 individual, and/or direct contact with a suspected or confirmed COVID-19 individual.

#### **Contractor COVID-19 Risk Reduction Methods**

The contractor shall establish risk reduction methods consistent with applicable Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) guidelines, and any local or state authority guidelines to protect Tulane students, faculty and staff. The contractor shall provide COVID-19 training as well as all applicable environmental, health, and safety training to their employees. When personal protection equipment (PPE) is required according to OSHA Regulations and CDC Guidelines, the contractor shall provide such PPE and all required necessary training.

#### **Tulane Contractor COVID-19 Safety Plans**

All contractors performing work on any Tulane University owned, leased, or otherwise operated property and/or campus after March 15, 2020 must have a Tulane-specific COVID-19 Safety

Plan that addresses the information outlined below. Contractors shall inform and train all their employees of the COVID-19 Plan that is required while performing work on a Tulane University owned, leased, or otherwise operated property and/or campus. The appropriate Tulane contact shall communicate Tulane changes to this plan within 48 hours of the university adopted change. Contractors shall stay abreast of evolving regulations, guidelines and state/local executive orders that are germane to their services and adjust their COVID-19 Plans accordingly and communicate this change to their Tulane contact.

A. *Daily Policies and Procedures for contractors to include in the COVID-19 Response Plan*

1. Maintain a daily roster of employees for those performing work at Tulane. This roster should include the following, at minimum:
  - a. Employee Name
  - b. Job title
  - c. Assigned Areas
  - d. Supervisor Name
2. Ensure employees supervision; if feasible, require supervisors to accompany employees when working at Tulane. Please note that Tulane reserves the right to require supervisors on site when deemed necessary.
3. Maintain social distancing of at least 6 feet or greater between persons at all times. For actions where this is not feasible the contractor should notify their Tulane contact.
4. Ensure all employees have been trained on the proper methods of donning, doffing, and wearing of all required PPE and that employees have achieved a level of understanding as required for their position.
5. Require employees to don face masks or face coverings as required and/or as recommended by state and local authorities.
6. Contractors shall ensure CDC guidance is available on site to all employees, providing information on proper hand washing techniques, personal hygiene best practices, etc. See available resources here: [https://www.cdc.gov/coronavirus/2019-ncov/communication/print-resources.html?Sort=Date%3A%3Adesc&CDC\\_AA\\_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fcommunication%2Ffactsheets.html&Page=2](https://www.cdc.gov/coronavirus/2019-ncov/communication/print-resources.html?Sort=Date%3A%3Adesc&CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fcommunication%2Ffactsheets.html&Page=2)
7. Limit access to the job site building and workspace only to those personnel needed to complete the work.
8. Contractors should monitor temperatures of their employees daily before entering the workplace. Employees with elevated temperatures (temperatures of 100.4 degrees Fahrenheit or greater) should be encouraged to stay at home. If symptoms begin to show during the workday, the employees showing symptoms must be sent home immediately.
9. Contractors must immediately communicate directly with their Tulane point of contact if they suspect anyone working on Tulane's campus to be ill or experiencing COVID-19 symptoms.
10. If a contractor's employee does not report to work due to an illness which is related to COVID-19 symptoms, the contractor must inform their Tulane point of contact immediately.
11. Increase availability of handwashing stations, when feasible, and increase availability of hand sanitizers.



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.

### **ATTACHMENT III**

#### **Document Collection and Retention Summary**

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Any contract issued pursuant to this solicitation shall be subject to the record retention requirements of Title 2, Part 215 and Title 44, Subpart 13.36 of the Code of Federal Regulations. Given the broad language set forth in the applicable provisions of the Code of Federal Regulations, Tulane University (“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 the University’s goals.

In determining what data collection and retention system to propose, potential bidders should consult Title 2, Part 215 and Title 44, Subpart 13.36 of the Code of Federal Regulations, which requires the retention of records directly pertinent to the work. See 44 C.F.R. § 13.36(i)(10). FEMA provides further guidance on these regulatory requirements at the FEMA Public Assistance Guide, FEMA 322. In particular, Chapter 5 of that Guidance, entitled “Project Management,” provides in part:

The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding [Project Worksheet] and maintained by the applicant as the permanent record of the project. 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.

FEMA further directs that it is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work.”

More specifically, FEMA describes the information an applicant is required to submit as follows:

The information required for documentation describes the “who, what, when, where, why, and how much,” for each item of work. This information should include the completed PW; completed Special Considerations Questions form; estimated and actual costs; force account labor; force account equipment, materials, and purchases; photographs of damage, 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.

FEMA Public Assistance Guide, FEMA 322, Chapter 5.

By way of example, this documentation would include, but is not limited to, supporting documents for procurement decisions (i.e., the selection of sub-Consultant s), 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); sub-Consultant 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. In this regard, the Consultant will be expected to fully comply with the requirements of Title 2, Part 215 and Title 44, Subpart 13.36 of the Code of Federal Regulations.

## **ATTACHMENT IV**

### **Scope of Services – Preliminary Damage Assessment (PDA) Inspection Teams**

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Tulane University is a private, non-profit, university in New Orleans, Louisiana. The University consists of three primary campus locations with other leased and owned properties that support the academic, research and administrative operations of the University. Severe hurricane storm events have occurred over the past 20 years with impacts to the University's property and operations. Preliminary Damage Assessment (PDA) inspections are a key component of the University's post-storm operations plan and are a critical process in the recovery of the University's academic, research and administrative programs.

To prepare for the upcoming 2021 Hurricane Storm season, the University seeks to establish a Master Service Agreement (MSA) with one or more pre-qualified Consultants to provide professional services to the University for the immediate post storm Preliminary Damage Assessment (PDA) inspections and related services thereafter, as described in the following sections. This is a competitive proposal solicitation. It is the intent of the University to renew the MSA annually for a period of up to **3 years**.

#### **Qualifications and Capabilities**

##### **Professional Services Firm**

A professional services firm is an independent firm, not associated with another University, continuously in business for the last five years with professional architects, engineers and/or construction managers who are qualified and able to conduct visual structural and engineering inspections of buildings, facilities, infrastructure, equipment and associated contents in the immediate post-storm environment. Inspections are conducted in teams of two professionals who conduct external and internal inspections and complete all documentation.

##### **Experience with Post-Event Damage Assessment Inspections**

Qualified inspectors must have experience in the post-event damage assessment inspections of buildings and facilities and be qualified in identifying damage and the repair requirements, including:

- Non-structural components – replace or repair
- Building Infrastructure and Utilities – replace or repair
- Structural elements – roofs, foundations, frame, walls and other elements – unsafe conditions, repair, demolish and/or reconstruction
- Grounds and Facilities – walkways, roads, free standing walls, etc. – replacement and/or repair
- Major Utilities – Power plants, waste water and sewage collection and pipelines, communications equipment
- Special uses - Chemical Laboratories, Research Laboratories, and other special use areas

##### **Experience with FEMA Project Work Sheet Forms and Associated Documentation**

As Tulane University utilizes the FEMA Project Work Sheet Forms for PDA inspections, it is desired that the service provider be familiar with and have experience with the following forms and formulating claims under the FEMA Public Assistance Program:

- Project Worksheet Instructions, FEMA Form 90-91
- Project Worksheet, FEMA Form 90-91
- Damage Description & Scope Of Work Continuation Sheet, FEMA Form 90-91A
- Cost Estimate Continuation Sheet, FEMA Form 90-91B
- Maps & Sketches Sheet, FEMA Form 90-91C
- Photo Sheet, FEMA Form 90-91D

**Capability and Commitment to Provide up to 20 Teams (2 Inspectors each – total of 40 Inspectors) within 24 hours of Notification of the Engagement**

Most storms in the Gulf Hurricane Impact Zone have a pre-storm advance notification by the National Weather Service of several days to several weeks, which allows sufficient time for preparation. However, the exact dates and times of landfall and impact of the storms are only known within 1-2 days and/or less than 24 hours. Storm impact generally lasts 1 day, although in the case of Hurricane Isaac, the storm impact period was prolonged. The MSA Consultant will be alerted when the storm is approaching (96 hours out) of the Gulf Coast region, the engagement phase will be fulfilled with 1 full day or 24 hours advance notice on when the PDA inspection at the University will be conducted. The Consultant will be able to provide up to 40 qualified inspectors, 20 teams, within 24 hours upon notification of the PDA.

**Representative Experience and Project References**

The MSA Consultant will provide three representative projects as project experience with client references. Representative projects include:

- Damage Assessment Inspections for structural and non-structural safety, repairs and/or reconstruction
- Detailed damage assessment reports and cost estimates for damage and/or repair
- Support to public or private non-profit organizations for preliminary damage assessment inspections, FEMA public assistance project applications or other post-event disaster construction helpful

**Not Under Contract to FEMA for any future major storm or disaster in Southern Louisiana**

The Consultant must not be currently or in the next three years under contract with FEMA or the State of Louisiana to conduct PDA inspections or represent FEMA or the State of Louisiana with sub-grantees of Public Assistance Programs.

**Advantages to the Consultant for Other Work at the University**

Pre-qualified Consultants with a MSA with the University may be invited to submit sole source and/or competitive bids and proposals for Capital Improvement Projects, other design, construction and/or project management projects, and for any repair projects that are needed after a major storm.

**Scope of Work**

**1. PDA Inspections and Damage Assessment Coordination**

**As requested, the Consultant will provide qualified Inspection Teams consisting of the following:**

- 1 Lead Inspector (LI) to lead the team in the Preliminary Damage Assessment
- 1 Inspector (I) team member in the Preliminary Damage Assessment

The Consultant may be asked to provide a total of 40 inspectors or 20 Inspection Teams in the event of a major storm that has caused damage at Tulane University. Depending on the extent of the damage and the conditions of the buildings, each team would inspect 2 or more buildings per day for three days. The actual number of teams needed will be determined by the University at the time of storm events.

The inspectors are pre-identified and Tulane University will have a list of all inspectors by name before they arrive at the University to work. Inspectors will be provided a name badge to wear while at the University.

Inspection Teams are to arrive at the Tulane University with the following:

- Personal Safety Equipment including hard hats, vests, gloves, safety glasses, long sleeved shirts, sturdy shoes and protective outer clothing or rain gear in the event of inclement weather
- Cell Phone – at least 1 per team
- Clip boards for holding forms and documentation
- Notebook or Tablet computers may be used, however there may not be power readily available at damage building sites – all computer equipment must have sufficient battery life to support the inspections
- Digital camera – the university also has cameras and may provide additional cameras, as needed
- Digital and paper copies of Project Work Sheets – additional hard copies and digital files will be available from the University

**2. As requested, the Consultant will provide 2 Pre-Qualified and Trained Damage Assessment Coordinators**

Damage Assessment Coordinators (DAC) provide services to the Tulane University Damage Assessment and Recovery Team (DART), as follows:

- Coordinate the field assignment of the Inspection Teams, as directed by the DART
- Track the assignment, location and hours, names for each inspection team
- Receive the inspection reports, Project Work Sheets and all documentation for each completed inspection
- Collate the Project Work Sheets and documentation into Project Files to support the applications for Public Assistance under FEMA Public Assistance Programs and/or insurance claims
- Support the cost estimation for the project applications for the damage cited and estimated repairs and provide summary reports for damage assessment estimates to the DART
- Track the work hours and costs for each contract inspector and provide the information using FEMA Force Labor Account Forms for inspections and associated work for any damaged buildings
- Confirm the total work hours and costs with the Damage Assessment and Recovery Team that will be invoiced by the end of the three days of inspection work
- Coordinate the needs of the Inspection Teams with the DART for meals, breaks and rest areas and other support

It is expected that (1) Damage Assessment Coordinator will be needed for 10 Inspection Teams. Damage Assessment Coordinators will also be pre-identified before arriving at Tulane University to work and will be issued name badges to wear while at the University.

**3. Preparedness and Training**

In advance of the storm season, the following preparedness and training services will be required:

- Health, Safety and Security Training - ½ hour each for all 40 Inspectors and 2 Damage Assessment Coordinators will be required to be trained in the health, safety and security protocols for working at Tulane University in the post-storm conditions. The training media, a power point presentation, with a handout and an exam, will be provided by Tulane University. The Consultant will conduct the training, collect and score the exams, and provide Tulane University with a signed training log showing time, date and exam completion. The log will contain the names and signatures of each inspector and damage assessment coordinator. All Consultant staff who will work at Tulane University will take the training, pass the exam and sign the log before arriving to work at Tulane. Any violation of these rules while working at the University is cause for immediate dismissal of that person from the project.

- A pre-storm site visit and Damage Assessment and Recovery Team Training will be scheduled in 2021 for the Damage Assessment Coordinators and selected Lead Inspectors. The site visit and training will be hosted by the University and may include:
  - Site Visits to selected buildings and facilities at the University
  - Meetings with the Damage Assessment and Recovery Team (Zone Managers)
  - Overview of the PDA Inspections and processes
  - Table Top Exercise with the DART

#### **4. Annual Update of the MSA**

The Consultant will provide an updated list of qualified inspectors and damage assessment coordinators to the University. The update may include current pricing and/or additional services.

#### **Additional Requirements for the Consultant**

- If qualified personnel are not available for the work at Tulane, the Consultant will find replacements and will notify the University of the Personnel Changes. The Consultant is responsible for ensuring the replacement inspectors are trained in the Health, Safety and Security Protocols for Tulane University and a signed training log is provided to the University with the name of replacement inspectors.
- There may be specific requirements for inspection teams who are to inspect secure areas that have restricted access due to research and security protocols. These requirements will be discussed with the Consultant if they require additional screening or health related requirements for inspectors.
- The Consultant is not authorized to speak to anyone other than the Damage Assessment Coordinator or the DART Leader regarding any damage or the conditions of the buildings they are inspecting. Unless written permission is given, they are not authorized to speak to the media, other University employees, students, visitors, FEMA inspectors or representatives from the local and state agencies regarding their work at Tulane while at Tulane or after the inspections are completed.
- The Consultant will provide all work documentation, including photos and sketches to the University at the time of the inspection. All photos, drawings, sketches and damage estimation information derived from the services are the intellectual and real property of the University and may not be used for any other purpose by the Consultant. Photos, sketches or other representation of the damage at the University are not to be shared or distributed through any social media, text, email or other communication by the Consultant. Inspectors who wish to speak about the work and damage at Tulane at professional conferences and seminars will need to obtain permission from the University before presenting any materials, photos or other representation of the University's damage and are restricted on discussing University confidential information outside of this project.
- Consultant inspectors must be accompanied by a University representative while they are conducting inspections and may be required to be accompanied by a Tulane University Police Officer while inspecting residential buildings and facilities. Consultants are not authorized to enter closed buildings or areas not open to the general public without prior assignment, authorization and/or a University representative.

#### **Competitive Bid Requirements**

- MSA with set fees per hour per position are competitive, reasonable and fixed for a period of 1 year. The fees are not open for renegotiation nor increase when there is a storm. ***No storm or disaster fees are allowed.***
- The Consultant is encouraged to include small and/or disadvantaged business participation through partnerships and/or sub-consultants.

**Estimated Expenses**

- Travel Expenses are estimated for round trip airfare, car rental or mileage per individuals from their city location or office location to New Orleans. We are seeking Consultants who would be available within the first 24 hours. Tulane pays travel from the office or city identified.
- Per Diem expenses are not estimated in this proposal. Per Diem expenses will be based on the GSA rates for Lodging and Meals and Incidentals. See <http://www.gsa.gov/portal/category/100120> for rates for New Orleans. No alcoholic beverages will be covered under expenses for work for Tulane University.
- All required personal safety equipment listed above is the responsibility of the Consultant.