

---

REQUEST FOR PROPOSAL  
HVAC Preventative Maintenance Services

Southern University at New Orleans

March 26, 2024

10:00 AM



Solicitation/Proposal Number: 0001

Proposal Opening Date: June 3, 2024

Proposal Opening Time: 10:00 AM

---

**REQUEST FOR PROPOSALS  
FOR  
HVAC Preventative Maintenance Services**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

Southern University at New Orleans (hereinafter referred to as the "University" or "SUNO") is a historical black university in the State of Louisiana, categorized as a SACS Level V Institution. Established in 1959, SUNO is a member of the Southern University System. The University is a "walking campus", with most classes located within 10 minutes of each other. Southern University at New Orleans is part of the Southern University System, which includes Southern University at Baton Rouge (SUBR), Southern University at Shreveport (SUSLA), Southern University Law Center (SULC), and the Southern University Agricultural Research and Extension Center (SUAREC). The Baton Rouge and New Orleans campuses are four-year degree granting institutions; the Shreveport campus is a two-year institution; and the SULC offers a doctorate of jurisprudence degree. The office of the SUS President is located on the Baton Rouge campus, along with other system offices.

The Southern University System (SUS) has evolved into not only one of the world's largest historically black colleges and universities (HBCUs) but is currently the only historically black multiple-campus system in the United States.

**1.1 Purpose**

The SUNO requests proposals from qualified HVAC Preventative Maintenance Services providers hereinafter referred to as "contractor" or "vendor", desiring to manage the operation of an HVAC. The SUNO proposes to enter into a Contract whereby the successful respondent shall be granted the privilege of the HVAC maintenance services.

**1.2 Definitions**

- A. Addenda—written or graphic documents issued prior to the proposal due date which clarifies, corrects or changes any or all of the contents of the RFP.
- B. Agency—any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- C. Contractor—any person having a contract with a governmental body.

- D. Discussions—for the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- E. Effectiveness—is an external measure of process output or quality.
- F. Efficiency—is generally thought of as an internal measure of process operations, although improving efficiency may benefit stakeholders as well as the organization.
- G. Lessee—for the purposes of this RFP, is any contactor or proposer who has signed a Lease with the University for Lease of Space for Operation of the University Early Childhood Center(s).
- H. Lessor—for the purposes of this RFP, Lessor will be defined as the Southern University System and campuses thereof.
- I. May—the term “may” denotes an advisory or permissible action.
- J. Must—the term “must” denotes mandatory requirements.
- K. Net Revenues – the total of all receipts of sales, rentals, and commissions, less deductions for refunds, discounts, and appropriate sales taxes. No other deductions are applicable.
- L. Proposal—is the response submitted by the proposer to the RFP.
- M. Proposer(s)—is any prospective vendor, contractor, or lessee that will respond to this RFP.
- N. RFP—Request for Proposal.
- O. Scope of Services—is work to be performed under this RFP.
- P. Services—are rendered by a contractor including its time and effort; the act of performing work and/or providing machinery, equipment, or operations to furnish or produce a specific end product or result.
- Q. Shall/Will—the terms “shall” and “will” denote mandatory requirements.
- R. Should—the term “should” denotes a desirable action.
- S. State—the State of Louisiana.
- T. University—for purposes of this RFP, refers to the Southern University System—Office of the President and each campus thereof.
- U. Vendor—for the purpose of this RFP, refers to a corporation, partnership or joint venture and/or other business organizations qualified to provide services requested herein.

### 1.3 Schedule of Events

<u>Event</u>	<u>Date Time (CT)</u>
1. Non-Mandatory Pre-Proposal Conference and Site Visit Location: <b>Southern University New Orleans</b> Administration Building Conference Room # 306 New Orleans, LA 70126	March 26, 2024 @ 10:00 AM
3. Deadline to receive written inquiries	April 17, 2024
4. Deadline to answer written inquiries	May 6, 2024
5. Proposal Opening Date (deadline for submitting proposals)	June 3, 2024 @ 10:00 AM
6. Notice of Intent to Award to be mailed	June 27, 2024 ( <i>Tentative</i> )

**NOTE: The Southern University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. (LA State Purchasing web site)

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southern University at New Orleans is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Southern University Purchasing Department **no later than the date and time shown in the Schedule of Events.**

**Important - - The Proposer should clearly mark outside of envelope, box or package with the following information and format:**

- X **Proposal Name: HVAC Preventative Maintenance Services**
- X **Solicitation/ Number: 0001**
- X **Proposal Opening Date: June 3, 2024 @ 10:00AM**

Proposals may be mailed through the U. S. Postal Service to:  
Ms. Marilyn Manuel  
Southern University at New Orleans  
Purchasing Department  
Emmett Bashful Administration Building Suite 311  
6400 Press Drive  
New Orleans, LA 70126

Proposals may be delivered by hand or courier service to:  
Ms. Marilyn Manuel  
Southern University at New Orleans  
Purchasing Department  
Emmett Bashful Administration Building Suite 311  
6400 Press Drive  
New Orleans, LA 70126

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Southern University at New Orleans is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE NEW ORLEANS LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### **Number of Response Copies**

Each Proposer shall submit one (1) signed original response. 1 USB Drive, Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

### **Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **Confidential Information, Trade Secrets, and Proprietary Information**

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

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

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of its proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained on pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, Southern University shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the University's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

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

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

Southern University reserves the right to make any proposal, including proprietary information contained therein, available to Southern University Purchasing Department personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the University in its evaluation of the proposal. The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification by the Southern University Purchasing Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

**Pre-proposal Conference/Site Visits  
(SEE SCHEDULE OF EVENTS)**

A Non-Mandatory Pre-Proposal Conference and Site Visit are scheduled at:

- **Southern University New Orleans** Administration Building Conference Room # 306,  
New Orleans, LA 70126.

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference and site visits.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions.

**Proposer Inquiry Periods**

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

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

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Ms. Marilyn Manuel  
Southern University at New Orleans  
Purchasing Department  
Emmett Bashful Administration Building Suite 311  
6400 Press Drive  
New Orleans, LA 70126  
E-Mail: mmanuel@suno.edu Phone: (504)286-5020

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The University is not responsible for a

Proposer's failure to download any addenda documents required to complete a Request for Proposal. *(USE THIS FOR LAPAC IF A RFP)*

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of the Southern University Purchasing Department at least two days prior to the deadline for submitting proposals.

*(USE THIS FOR LAPAC IF A RFP)*

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the State Purchasing website [[www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp)]. In that LaPAC provides an immediate e-mail notification to subscribing proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

### **Errors and Omissions in Proposal**

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

### **Performance Bond**

The **successful** Contractor **shall** submit a 100% Performance Bond. The bond should be made payable to Southern University at New Orleans. The Contractor will be notified by letter to secure a Performance Bond from a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approval bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-:VI or higher rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-:VI rating by A.M. Best up to a limit of ten percent of policy holders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The bond must be received within twelve (12) working days from the date of notification.



## **Changes, Addenda, Withdrawals**

Southern University reserves the right to change the Schedule of Events or issue an Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

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

## **Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Southern University Purchasing Department.

## **Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

## **Waiver of Administrative Informalities**

The University reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

## **Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by Southern University to award a contract. Southern University reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the University to do so.

In accordance with the provisions of La. R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

## **Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of Southern University. Selection or rejection of a response does not affect this right. All

proposals submitted will be retained by the University and not returned to Proposers. Any copyrighted materials in the response are not transferred to the University.

### **Cost of Offer Preparation**

Southern University is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by Southern University at New Orleans.

### **Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **Taxes**

Any taxes other than State and local sales and use taxes, from which Southern University is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

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

### **Prime Contractor**

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

### **Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana lessees, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small

entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the appropriate SUS personnel.

Information required of the prime contractor under the terms of this RFP shall also be required for each subcontractor. The subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, Southern University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **Evaluation and Selection**

The selection process will be conducted by a team of representatives selected by the University with knowledge of HVAC Maintenance Services and Southern University at New Orleans requirements for this service. The team will evaluate all proposals submitted by the advertised deadline and make the final decision.

Evaluations of each response will include, but are not limited to:

- Review to ensure compliance with RFP requirements.
- Only compliant responses will be reviewed and scored by the selection team using the College's defined criteria.
- Proposals will be evaluated based on the cumulative greatest breadth and depth of services provided in the desired areas, and cost to customer.

### **Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to SUNO's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and SUNO may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

### **Contract Award and Execution**

SUNO reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by SUNO.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment A of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the SUNO may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to Southern University at New Orleans, price and other factors considered.

SUNO intends to make an award to ONE Proposer for HVAC Preventative Maintenance Service Operations.

#### **Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Southern University Purchasing Department will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the SUNO, then SUNO may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

The Southern University Purchasing Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Director of the Southern University Purchasing Department, within fourteen days of the award/intent to award.

#### **Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with Mrs. Marilyn Manuel, Director of the Southern University Purchasing Department. Contact may be made by phone at (504) 286-5020 or E-mail to [mmanuel@suno.edu](mailto:mmanuel@suno.edu)

## Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall be received and approved by Southern University before work commences. The SUNO reserves the right to require complete certified copies of all required policies, at any time.

## Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

## Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless SUNO from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold SUNO harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that SUNO shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) SUNO's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or

part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

Southern University at New Orleans may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

# Request for Proposals (RFP)

<b>1. RFP#:</b> <b>NAME:</b>  SUNO HVAC Preventative Maintenance	<b>2. REOPENING</b>  <b>DATE:</b>  <b>TIME:</b>  (LATE PROPOSALS NOT ACCEPTED)	<b>3. PRE-BID CONFERENCE</b>  <b>DATE:</b>  <b>TIME:</b>
--	--	--

<b>4. FOB DELIVERED TO:</b>  	<b>5. FOR ADDITIONAL INFORMATION CONTACT</b>
-------------------------------------	--

<b>6.</b> <b>COMPANY NAME:</b> -----  <b>ADDRESS:</b> -----  <b>CITY:</b> ----- <b>STATE:</b> ----- <b>ZIP:</b> -----  <b>TEL. NO.:</b> ----- <b>FAX NO.:</b> -----	<b>7. SIGNATURE AND TITLE REQUIRED:</b>  PRINTED NAME OF PERSON AUTHORIZED TO SIGN  SIGNATURE  TITLE  EMAIL ADDRESS
--	---

<b>8. INDICATE DISCOUNT FOR PROMPT PAYMENT</b> ----- (For evaluation purposes, discounts less than 30 days are not applicable.)  <b>9.</b> If this offer is accepted within----- calendar days (60 calendar days unless a different period is inserted), the vendor agrees to furnish any and all items at the indicated price, within time specified.	
---	--

## GENERAL TERMS AND CONDITIONS FOR SEALED PROPOSALS

1. Sealed proposals must be addressed to Southern University New Orleans (SUNO), Purchasing Department. Emmet W. Bashful Administration Building, 6400 Press Drive New Orleans, Louisiana 70126 and the proposal name and number must be clearly marked on the outside of the envelope. Any proposal received after the time and date set for filing shall be returned unopened. FAX proposals will not be accepted.
2. The vendor shall be solely responsible for the timely furnishing of proposals. In order to guarantee the timely furnishing of proposals. The proposal must be returned by certified or registered mail or hand delivered and a receipt will be issued. SUNO will not accept responsibility or guarantee the timeliness of proposals received by any other means.
3. The forms furnished as a part of the specifications must be used for filing of proposal and must be signed by the vendor, and must not be detached from the specifications of which it forms a part.
4. SUNO Equipment Review & Accessibility – Contractors will have 30 days from initial advertisement to perform an onsite review of any/all equipment at SUNO’s facilities. Contractors are responsible for scheduling walk-throughs with appropriate SUNO personnel to ensure access into the buildings. SUNO will attempt to provide any pertinent information regarding equipment that will be covered under this agreement; however, SUNO will not be held accountable for providing comprehensive equipment lists.
5. **Five (5) Copies** of the proposal are to be furnished. The proposal shall be tabbed with the following sections:
  - a. Experience/Qualifications
  - b. Implementation Plan
  - c. Price
  - d. Additional Value
  - e. Appendix
6. Vendor documents shall be made available for examination no sooner than seventy-two (72) hours after proposal opening, during normal Purchasing Department hours.
7. SUNO is exempt from Sales Taxes on all purchases.
8. **Bid Bond-The Contractor shall be required to attach to the proposal a certified check, cashier's check or bid bond in the amount of 5% of the total. Failure to either provide the check or bid bond with the proposal shall result in rejection of the proposal. The check or bid bond shall be returned to all unsuccessful vendors immediately upon award of the contract and to the successful vendor upon execution of the contract.**
9. **WARRANTY:**
  - a. Vendor guarantees to replace or repair at his expense all materials of his supply found to be defective within one (1) year from the day of delivery where such defect is due to defective materials and/or workmanship. This is to include any freight/delivery charges required for shipping to or from the SUNO facility.
  - b. Warranty repair/service for equipment will be performed at the site or location when possible.
10. **ASBESTOS:**





engineer or in the case of a contractor, vendor, or supplier, to the contractor, vendor or supplier which was the next qualified contractor.

- c. It is a further condition of this contract that any additional costs above original contract price incurred by SUNO, including court and legal expenses, as a result of the invocation of this condition relative to such payments or promises' of payment shall be paid as damages by the legal signatory to this contract.

#### 14. Insurance Requirements

- a. Insurance Certificates: Contractors, subcontractors and vendors that perform construction, installation, repairs or other services or operate motor vehicles to any SUNO facility (common carrier excepted) must have a current Certificate of Insurance on file with the Purchasing Department. If current Certificate is not on file, a copy must be attached to this solicitation. Failure to attach a copy of your current coverage or failure to submit a copy within the time specified by the Purchasing Department may cause rejection of your proposal.
- b. Notice of Cancellation: You must keep your insurance in force at all times during your work. You must agree to give a thirty (30) day notice if your insurance is canceled, coverage reduced or the policy expires.
- c. Your insurance carrier must be acceptable to SUNO and meet these minimum requirements:
  - i. Auto General Liability: Admitted and non-admitted carriers accepted when A. M. Best rated A - VII or better.
  - ii. Workers' Compensation: Admitted carriers only are accepted when their A. M. Best rating is A - VII or better. Some Self-Insurance Funds are acceptable. some are not. Get clearance in advance. Employers who self-fund WC must get clearance in advance.
- d. Minimum Insurance Amounts or Limits required:
  - i. Auto Liability: \$\_\_\_\_\_ BI-PD CSL covering Symbol 1, "All Autos".
    - 1. Add Endorsement naming as Additional Insured SUNO, 6400 Press Drive, New Orleans, LA 70126
    - 2. Add Endorsement for a Waiver of Subrogation in favor of SUNO, 6400 Press Drive. New Orleans, LA 70126
  - ii. Commercial General Liability: \$\_\_\_\_\_ per occurrence, \$\_\_\_\_\_ Aggregate BI-PD Combined Single Limit. CGL must provide all ISO sub-parts including full contractual liability, products, completed operations and personal injury. Damage to property of others must be \$\_\_\_\_\_.
    - 1. Add Endorsement naming as Additional Insured SUNO, 6400 Press Drive, New Orleans LA 70126
    - 2. Add Endorsement for a Waiver of Subrogation in favor of SUNO. 6400 Press Drive, New Orleans LA 70126
  - iii. Workers Compensation:
    - Coverage A - Louisiana Statutory coverage
    - Coverage B - \$\_\_\_\_\_ per accident
    - \$\_\_\_\_\_ sickness
    - \$\_\_\_\_\_ sickness aggregate

Work involving navigable water, railroad, defense base, etc. must provide the special benefits and coverage required under federal acts.
  - iv. Umbrella or Excess Liability: \$\_\_\_\_\_ per occurrence, \$\_\_\_\_\_ Aggregate to apply excess of Auto. CGL and WC Coverage B above. Add Waiver of Subrogation and Additional Insured in favor of SUNO, 6400 Press Drive New Orleans, LA 70126z In lieu of this policy, vendor may increase limits of Auto, CGL.
  - v. Owner's and Contractor's Protective Liability Insurance which shall be written in the name of the Owner. Minimum limits of liability - \$\_\_\_\_\_. Combined Single Limit per occurrence, when required by the contract.

## Additional Special Requirements for Service Proposals

The following specifications are in addition to the requirements for the contract identified on the preceding pages. Particular license requirements and qualifications are delineated for specific contract areas and may exceed some general requirements listed elsewhere. It is the proposer's responsibility to read and understand each item in the specifications that apply to the particular contract identified on page one (1) of this document.

1. Five (5) copies of the proposal are being furnished. All blocks on the first page MUST be completed with the appropriate information.
  - a. The entire proposal packet, containing ALL pages, must be completed and returned with your response.
  - b. The requirements delineated in the various specifications must be complied with by the successful contractor. Contractor's failure to comply with these various requirements or any other part of the document after having once been notified in writing of lack of compliance, will result in immediate suspension of job activities pending a recommendation to cancel the contract.
2. **Contract Period**
  - a. The contract period will begin \_\_\_\_\_ and will remain in effect until \_\_\_\_\_. Upon acceptance by both parties, the contract may be renewed at the end of this contract term, and at the end of each subsequent renewal contract term. In the event of a renewal, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period – unless otherwise agreed upon by SUNO and the awarded contractor.
  - b. SUNO or contractor may terminate this contract upon written thirty (30) days notice.
  - c. Failure to respond as guaranteed MAY cause immediate suspension of job activity and may result in cancellation of contract.
  - d. Continued rating of "Poor" on the Performance Evaluation may result in recommendation to release contractor from the contract.
3. **License/Certification Requirements**
  - a. All contractors submitting proposals on this solicitation are REQUIRED to have a current Louisiana Contractor's License (Mechanical or Heat, Air Conditioning, Ventilation Duct Work and Refrigeration). This license number MUST appear on the outside of the proposal envelope. ANY ENVELOPE RECEIVED WITHOUT THIS NUMBER WILL BE RETURNED UNOPENED TO THE VENDOR
  - b. Mechanics (includes Journeymen and/or Masters) actually performing work at Southern University New Orleans' (SUNO) facilities shall be licensed or certified as required by State for Journeymen, Masters of that Craft, or as required by law to meet safety and performance regulations. Copies of the required licenses must be furnished for EACH Mechanic doing work under this contract. Additional Certifications are required for work on specific equipment as follows:
    - Chiller technician for Central Plant Centrifugal Chiller must have certification from the Factory/Manufacturer. Certificates must be included in RFP response.

- Mechanics must be accompanied by the document showing the HVAC training as well as the 5 years of experience. The documentation can be from the local Union, certified training program or equivalent. It will be at the discretion of the Owner if the training meets the requirements. It is imperative that the contractor provide sufficient documentation to show the training program meets sufficient requirements to properly service SUNO. Additionally, the contractor shall provide necessary documentation to show that the Mechanic has the necessary five (5) years of experience required.
  
- c. BAS Technician must have certification for both Tridium and Alerton. Certificates must be included in the RFP response. Contractor must show they have access to replacement materials. (Tridium and Alerton)

#### 4. Award of Contract

Award of this contract will be based upon evaluation of proposals as well as required documents and specification completed by the Facilities Department. Contractors are responsible to show that they understand the requirements and to include in the proposal the information to adequately demonstrate they meet the requirements.

# Specifications/Requirements

## 1.0 Scope of Services

### *Statement of Work*

The purpose of this Request for Proposal ("RFP") is to obtain competitive proposals from qualified firms interested in providing HVAC preventative maintenance services. Southern University New Orleans (SUNO) seeks a contractor that will provide superior HVAC preventative maintenance services at a fiscally responsible cost. As a prestigious HBCU in the State of Louisiana, SUNO demands reliable, timely, and efficient HVAC preventative maintenance services within a school setting. Failure to address SUNO's concerns and all requirements as set forth in this RFP, will disqualify a proposer from consideration. SUNO will require the contractor to provide "turn-key" HVAC preventative maintenance services with above adequate and competent workforce and supervision.

### *HVAC Preventative Maintenance Services*

#### A. Objectives

1. To properly perform preventative maintenance services on all HVAC related equipment in accordance with the manufacturer's recommendations and requirements at all listed SUNO facilities at the highest possible standard at an acceptable cost.
2. To provide highly responsive services as to the needs of SUNO employees, students and visitors with zero interruption to instructional time.
3. Long range changes in operation philosophy, schedules, and the preventive maintenance program shall be mutually agreed to by SUNO and the contractor.

#### B. Summary of Work

Contractor will schedule and coordinate all equipment shutdowns and startups with SUNO necessary to perform required services. No units shall be turned off for maintenance during occupancy or scheduled events, unless contractor has obtained prior permission from the Facilities and Maintenance Department. All required work will be scheduled 48 hours in advance except when necessary to respond to an emergency or a service call. Service calls shall be responded to within the RFP response. Failure to respond within the agreed upon time shall be grounds for termination of this agreement.

SUNO reserves the right to make all final decisions related to system operation, schedules, and preventive maintenance programs, and to monthly inspections to review performance.

Preventive maintenance will be scheduled Monday — Friday during normal business hours (8:00AM to 5PM).

Contractor shall provide schedule of work to be performed in respective contract month at the beginning of each contract month. Additionally, Contractor shall provide all PM sheets and reports at the end of each contract month.

### C. General Scope of Work

The overall scope of the HVAC system preventative maintenance services performed by the contractor shall include, but is not to be limited to, labor, supervision, material, parts, tools, lifts, cranes, transportation, and each and every equipment item required to perform preventative maintenance services of the following systems: Heating Systems, HVAC Ventilating Systems, Air Conditioning Systems and HVAC Controls as required, and directed by SUNO. **Refrigerant is not included in this contract and shall be billable at contractor's cost.** All preventative maintenance services shall be performed in accordance with manufacturer's recommendations; to meet the performance requirements, and in accordance with a schedule approved by SUNO. Preventative maintenance services shall be performed on the following types of equipment:

#### Chillers:

Air to water, and water to water type chillers with reciprocating or centrifugal compressors; including all parts of the chiller from the entering water flange to the leaving water flange; including all chill water pumps, flow switches, air separators, controls, condenser and chilled water isolation valves, and chill water make-up valves. Included in this agreement is the maintenance and servicing of all Freon tubing and lines from chiller/compressor to condenser units and back.

#### Cooling Towers- All Types:

Provide complete maintenance and cleaning services to fan drives, make up water floats, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation. This agreement also includes the tower water temperature controls.

#### Motors:

All motors related to HVAC operations. This includes but is not limited to, chillers, air handling units (AHU's), Fan Coil Units (FCUs), and cooling towers.

#### Pumps:

All pumps related to HVAC operations. This includes but is not limited to the chiller, air handler units (AHD's), and cooling towers. Standard pumps as well as pumps controlled by VFD. All fans related to chiller cooling towers, air handling units (AHU's), and outside air building exhaust systems.

#### Boilers:

To include all boilers which supply reheat for HVAC systems, as well as all heating boilers as related to HVAC systems. All parts of the boiler from the entering water flange, to the leaving water flange shall be maintained. This also includes all heating circulating pumps, flow switches, and controls.

Insulation:

Insulation removed or insulation damaged by contractor during maintenance of chiller/ heating equipment shall be covered under this agreement, and the responsibility of the contractor.

Split Systems:

All cooling and heating systems, as well as wall mounted package units shall be included in this contract.

Window Units:

All window units shall be covered under this agreement.

Roof Top Units (RTU's):

Provide complete service. Note: Gas fired heat exchangers are not to be repaired or patched. These shall be replaced only due to the danger of carbon monoxide.

Variable Frequency Drives (VFDs) and Motor Starters:

All VFD's and motor starters related to HVAC systems shall be covered under this agreement.

Filters:

Return air filters shall be a minimum of efficiency "Merv 8" and replaced quarterly. Outdoor air filters shall be a minimum efficiency of "Merv 13" and replaced quarterly. All pleated filters shall be marked legibly with the date of installation.

Air Handlers:

Shall include but is not limited to: belts, fan shafts, bearings, motor mounts, and drain pans.

**D. Preventative Maintenance Services to be Performed**

All preventive maintenance services and inspections shall be performed and recorded in accordance with manufacturer's recommendations to meet the performance requirements, and in accordance with a schedule approved by SUNO. All systems shall be operational during school hours.

The following work shall be performed and recorded during preventive maintenance. If any deficiency is found, it shall be the responsibility of the contractor to report the deficiency to SUNO. SUNO retains the right to decide how all issues will be addressed. Contractor retains the right to cease troubleshooting or performing preventative maintenance services on any equipment that has been identified as having operational issues.

Air Handlers:

1. Inspect condition of belts, including alignment and tension. Replace belts as necessary (should be included in total base price). Check controls for proper operation.
2. Inspect fan shaft and bearing for excessive play.
3. Inspect conditions of motor mounts.
4. Inspect condition of motor bearings for excessive play. Add and apply grease quarterly.

5. Check the drain pan for accumulation of water and debris. Clean drain pan and line to ensure water flows smoothly. Notify SUNO if corrosion is found.
6. Check the unit for excessive vibration or noises.
7. Check fan wheels for condition and balance (visually).
8. Inspect drive sheaves for condition.
9. Check inlet vanes (where applicable).
10. Seal any panels found to be leaking air. Replace any missing screws.
11. Check all coils for water or refrigerant leaks.
12. Clean all coils. Do not use acidic cleaners.
13. Flush all drain lines.
14. Check all wiring for condition, tighten all connections.
15. Check contactor for condition.
16. Check the starter for proper operation
17. Check operating voltage and currents.
18. Check air flow pressure drop on coil against manufacturer specifications.
19. Clean fan wheel.
20. All panels shall be checked for all air leaks.
21. Inspection of motorized dampers.
22. Inspection of Variable Frequency Drives.

#### Boilers:

Annual preventive maintenance shall be completed one (1) time per year during the months of May, June, July, and August, Two (2) pipe systems shall only be test fired.

1. Inspect burner for proper operation.
2. Test low water cutoff valve for proper operation.
3. Test pressure relief valve for proper operation.
4. Blow down and test low water cutoff and feed water controls.
5. Check the unit for water, air, and fuel leaks.
6. Check sequence of operation of flame safeguard control.
7. Check operating and high limit controls for correct setting.
8. Check the modulating motor for proper operation.
9. Lift safety/relief valves with at least 70% rated pressure. Blow down gauge cocks and try cocks to confirm glass water level.
10. Check and test boiler blow down valve for leaks and proper opening and closing.
11. Lubricate motor and shaft bearings per manufacturer's recommendations.
12. Test the following as applicable: Firing rate, Fuel/ air ratio, CO<sub>2</sub>, CO
13. Adjust burner air/fuel controls as required in order to obtain proper combustion.
14. Secure and drain boiler.
15. Open fire side and water side.
16. Check heating surfaces and water side for corrosion, pitting, scale, blisters, bulges, soot accumulation, calcium oxide accumulation, iron oxide accumulation, and other signs of deterioration.
17. Check the refractory for cracks and other signs of deterioration.
18. Brush all boiler tubes clean.



19. Clean fire inspection glass.
20. Disassemble, clean and inspect low water cutoff controls.
21. Reassemble boiler and low water cutoff controls and install new gaskets.
22. Check blow down valve packing and lubricate.
23. Replace fuel filters. Check fuel systems for leaks.
24. Replace fuel nozzles.
25. Check electrical wiring to burner controls, blower and other components.
26. Check the condition of the flue pipe, damper and exhaust stack.
27. Clean burner fan wheel and air damper.
28. Inspect and clean oil burner gun and ignition assembly, where applicable.
29. Check operation of all control switches.
30. Remove flame safeguard scanner and send it to a certified repair facility for cleaning, testing and calibration. Test emergency stop mechanism.
31. Check all burner linkages for wear.
32. Tighten all linkage set screws.
33. Check gas valves for leakage (where test clocks are provided).
34. Perform pilot turn down test.
35. Check operation of low water cutoff and feed controls.
36. Check settings and test all operating and limit controls.
37. Refill boiler.
38. Perform hydrostatic test to system specifications.
39. Test safety/relief valves after start up (full pressure test).
40. Inspection of Condensate Neutralizer.
41. Gas monitoring, inspect ventilation fans, and test all alarms.

Chillers:

Annual preventive maintenance shall be completed one (1) time per year during the months of November, December, January, and February. Check oil level, oil temperature and refrigerant charge. If refrigerant is needed, it shall be added at the contractor's cost.

1. Check the compressor for excessive noise vibrations.
2. Clean all water strainers in both the chilled and condensing water piping systems.
3. Check and test run all operating and safety controls. Record settings and report to SUNO.
4. Check pressures, temperatures, voltage and amperage. Record in operator's log.
5. Check purge system; remove water observed in sight glass.
6. Take an oil sample and have a full spectrum analysis done by a qualified laboratory and report to SUNO. Replace the oil if the oil analysis so recommends.
7. Check oil level and refrigerant charge.
8. Check all piping and valves internal to the chiller for leaks, advise SUNO of any leaks.
9. Lubricate all bearings and shafts.
10. Check all electrical wiring and connections.
11. Replace oil filter elements, and mark with the date of installation.
12. Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed relief valves.

13. Inspect the condenser tubes for fouling; clean if necessary. Refer to manufacturer's maintenance procedures for cleaning specifications.
14. Measure the compressor motor winding resistance to ground.
15. Test for refrigerant and water leaks.
16. Test and calibrate all operating and safety controls.
17. Tighten all electrical connections.
18. Check condition of contactors for wear and pitting.
19. Tighten all starter terminals and check contacts for wear. Check and calibrate overloads. Record trip times, and trip amps.
20. Check operation of unloaders.
21. During the annual inspection and once during the operating season, oil samples will be taken and analyzed by a professional laboratory specializing in the analysis of samples taken from refrigeration equipment. The results shall be reported to SUNO
22. Replace seals per manufacturer specifications.
23. Test chiller controls including refrigerant monitoring/alarms and fan status.
24. Review for energy optimization. Contractor to coordinate with SUNO and BAS manufacturer's representative before implementing any changes.
25. Inspection of all piping
26. Centrifugal chillers shall be monitored 24 hours per day with access to all data.

#### Evaporator & Condenser Coils:

1. Clean the coil (brush or pressure wash). Contractor shall not use acid cleaners.
2. Inspect coils for excessive fin deterioration and advise SUNO.
3. Condensing coils must be cleaned at least two (2) times per calendar year, or as needed or directed.

#### Cooling Towers:

1. Check oil level in gear reducer, add oil if necessary.
2. Check fan, motor, and belts for proper operation; take corrective actions if required.
3. Check float valve assembly and adjust for proper operation if necessary.
4. Check and clean the intake strainer.
5. NOTE: Acid or corrosive agent cleaning of any tower component is not permitted.
6. Check for debris, on the platform and surrounding area.
7. Clean the water sump, and check the condition.
8. Clean and check bleed off line and overflow.
9. Clean tower spray nozzles and eliminators.
10. Clean tower strainers.
11. Check the system for leaks.
12. Lubricate fan and motor bearings per manufacturer's recommendations.
13. Check motor voltage and current.
14. Check electrical connections, contactors, relays and operating/safety controls.
15. Check and adjust the condenser water temperature regulator system.
16. Change oil in the gearbox as needed.
17. Brush, clean, and paint metal areas that show signs of corrosion/ oxidation.

18. Replace belts if applicable.
19. Drain tower, wash fins, tank walls and bottom.
20. Review for energy optimization
21. Inspection of all piping

#### Exhaust Fans:

1. Outside air fans shall be included, this also includes toilet exhaust fans.
2. Check the unit for proper operation, noises/vibration.
3. Check drive belts.
4. Lubricate fan shaft bearings.
5. Lubricate motor bearings, if applicable.
6. Clean fan wheel, and fan housing.
7. Check fan blade/wheel for condition.
8. Check fan dampers for proper operation.
9. Lubricate fan dampers.
10. Check guards, and make sure the unit is properly secured.
11. Check all electrical wiring for condition.
12. Measure and record operating current and voltage.
13. Replace belts.

#### Pumps:

1. Lubricate pump bearings.
2. Lubricate motor bearings.
3. Check suction, and discharge pressures.
4. Check packing, or mechanical seal.
5. Check motor voltage and amperage.
6. Visually check the motor, and pump alignment.
7. Check for loose or frayed electrical connections.
8. Clean, and check pump strainers.
9. Check all valves, and piping for leaks.
10. Inspect and clean all frequency drives.
11. Lubricate pump bearings.
12. Lubricate motor bearings.
13. Tighten all nuts and bolts. Check motor mounts and vibration pads.
14. Visually check pump alignment and coupling.
15. Check motor operating conditions.
16. Inspect electrical connections and contactors.
17. Check and clean strainers.

#### Water Valves:

1. Check for proper operation and leaks.

### Energy Management Systems (EMS):

SUNO's Energy Management System is comprised of open BACnet protocol devices, including Alerton and Tridium, tied into a Compass Front End. The entire energy management system shall be maintained by the manufacturer's representative, even if it requires sub-contracting the manufacturer of the energy management system. The control system maintenance provider is responsible for having a minimum of 3 Alerton and Tridium certified technicians who have the capability of monitoring the EMS 24/7 and the ability to automatically notify and dispatch personnel in the event of a critical system failure. For the life of this agreement, the contractor must provide proof of employed Alerton/Tridium certified technicians upon SUNO's request. All integration, whether Alerton or other manufacturer shall be the responsibility of the contractor. SUNO to provide connectivity to the remote monitoring station. Contractor shall be responsible for the following EMS services under this agreement:

#### **1. Technology Updates**

- a. Manufacturer's Software Updates – Provide all manufacturer updates on a quarterly basis. Security patches, bug fixes, etc..
- b. Perform firmware updates as needed. Firmware provided by the manufacturer shall be included on an annual basis to ensure that the system meets new technical standards for BACnet and other enhancements. It is the expectation that all existing direct digital control systems that have firmware upgrades to interface with the EMS shall be provided under this contract.

#### **2. System Performance Services; On-Line:**

- a. Troubleshooting and Diagnostics/On-line troubleshoots – Contractor shall provide troubleshooting and diagnostics assistance via internet connection. EMS Engineer will troubleshoot the problem and provide a solution. Should the problem not be fixed via the remote trouble shooting, the appropriate personnel will be dispatched.
- b. Building Control System Database Protection – Provide database and graphics back up of all buildings with DDC in case of catastrophic failure (lightning strike, electrical power surge, flood, physical damage, etc.). Control System database, software and graphics shall be backed up a minimum of two (2) time(s) per year, and provide safe storage of this critical business information. Should a catastrophic event occur, reload the databases and system files from stored backup copy and to ensure proper operation and performance.
- c. Building Control System Analysis:
  - i. Inspect the physical and electrical condition of each global controller.
  - ii. Perform a sequence of operations review
  - iii. File & database analysis
  - iv. Review alarms, trend logs, schedules and energy log reporting.

#### **3. Monthly Reports**

- a. Contractor shall be responsible for providing monthly reports. The reports shall be a summary of service activities and changes to the system during

the previous quarter, emailed to designated staff contact. Quarterly reports shall include the following:

- b. Review of operating schedules, set points, and overrides with staff to assure accuracy.
- c. Document all set-points and important system settings, including PI Loop settings, alarm thresholds and equipment runtimes.
- d. Review alarms and system notifications for potential issues. Identify any critical alarms that are not responding to resets (should be done more frequently if nuisance issues occur).
- e. Repair and troubleshoot all DDC control issues, as needed.
- f. Perform software backups and trend-log archiving of the Building Automation System. These archives shall be saved on the EMS.

#### **4. Central Equipment Performance Testing**

- a. Using the software tools incorporated in the Compass Software, contractor shall analyze the performance of Chillers, Boilers and air handling systems. This service shall be delivered two (2) times per year, Spring & Fall. During the spring service, the contractor shall focus on the operation of the chilled water system and the air handler cooling system control loops: outside air dampers, mixed air dampers, chilled water valve actuators, temperature sensors. During the fall, service will focus on the operation of the hot water system and the air handler heating system control loops: outside air dampers, mixed air dampers, heating valve actuators, temperature sensors, water coil freeze-protection sensors and temperature alarms.

#### **5. Customer Training**

- a. On-Site Informal Operator Training/Software Consultation (as needed)
- b. Formal Classroom Alerton Factory Certified Training (as needed)

#### **6. Alarms**

- a. The contractor shall set up notification of alarms to e-mail and text to the owner's representative, maintenance service provider and site operator as directed by the customer. The alarm levels shall be based on the critical nature of the alarms. For example, chiller failure or failure to start shall be given the highest priority and texted immediately. Provide a report that provide daily count of alarms, status and acknowledgement, top ten alarms for the previous month.

#### **7. Trend Logs**

- a. Provide the customer with trend logs for trouble shooting. This shall be in the format of the given alarm and all data associated with problem solving. Also, provide trend logs of operator commands and overrides, system activity and historical data requested by the owner. Historical trends shall include all sensor data to help review whether the issue is a mechanical problem, control issue, operator problem or other issue. This shall include the charting of multiple trends on the same graph.

## E. Deficiencies List & Scheduled Reporting:

Contractor shall be responsible for providing SUNO a full list of equipment deficiencies within the first 90 days of this agreement. This report shall include equipment model/serial information, locations of equipment on campus (i.e. building location), and the issues diagnosed by the contractor.

After the first 90 days, ongoing preventative maintenance shall continue include providing deficiencies of equipment discovered during execution of preventive maintenance tasks. SUNO will be responsible for reviewing reported issues, gathering quotes to repair, and approving said quotes before any repairs are completed. However, any repair maintenance involving safety consideration, or possible damage shall be responded to immediately.

The following requirements shall be met during the duration of this maintenance agreement. Failure to meet these requirements, shall be grounds for termination.

1. Contractor personnel shall immediately notify SUNO of any malfunction or unusual condition found.
2. Contractor shall administer, coordinate, and enforce all warranties provided by vendors and equipment suppliers.
3. Contractor shall perform all work such that all warranties are maintained in full force and effect.
4. Contractor shall ensure all equipment covered under this agreement is operational at all times, unless actively under repair or awaiting parts; regardless of lead/ lag status, or redundancy. SUNO shall be notified immediately in writing of any equipment that is not operational.
5. Contractor shall obtain prior written approval from SUNO before the use of any subcontractor. SUNO may revoke approval of subcontractors at any time, for any reason.
6. Contractor shall be responsible for providing all refrigerants needed for repairs.
7. Either party of this agreement may terminate this contract given 30 days written notice.
8. SUNO Facilities and Maintenance Department reserves the right, at its sole discretion, to add, deduct, or amend any site's services, for any reason during this agreement. Such addition, or deduction, or amendment shall not require Board approval.

### Scheduled Reporting Plan (must include in proposal)

Contractor shall provide SUNO with monthly summary report of all completed preventative maintenance actions and evaluations. The contractor shall be responsible for scheduling a monthly meeting with SUNO to review the report and providing a preventative maintenance schedule for the following month.

- In addition to the summary report, contractors must provide any completed PM sheets for all HVAC and BAS equipment by building. **Digital copies of all PM sheets are required.**
- All issues discovered during preventative maintenance must be reported on the monthly report and PM sheets and REMAIN on there until SUNO has confirmed the issue(s) have been resolved.

Please provide examples of all PM sheets, reporting tools, and methods of communication that would be used during the life of this agreement.

## F. Debris Disposal

The Contractor shall be responsible for the prompt removal of all debris from the work area that is the result of all work. All machine rooms shall be kept clean.

## G. HVAC Rentals

If any conditioned space cannot maintain at least 76 degrees over 24 hours, temporary cooling must be utilized to prevent the loss of any classroom instructional time.

If for any reason a rental unit is needed, SUNO will coordinate said rental, and will be responsible for 100% of the total cost. Contractor shall be responsible for assisting SUNO in set up/tear down of HVAC rentals. SUNO shall hold ten (10) spot coolers at 6400 Press Drive for use in individual classrooms which need temporary air. Contractor shall be responsible for obtaining said spot cooler from SUNO, setup, and then returning the spot cooler to SUNO once permanent repairs are complete.

## H. Additions or Subtractions to Covered Equipment

SUNO reserves the right to add or remove equipment covered under this agreement. Contractor has the right to provide amended pricing that will need to be reviewed and approved by SUNO.

## I. Excluded Services

1. Main power to equipment disconnect.
2. Equipment structural supports, or structural damage to buildings will not be required to move, replace or alter any part of the building structure in the performance of this agreement.
3. Cleaning interior ductwork.
4. Any utility line, i.e., electrical, gas, water or sewer more than 360 inches from HVAC equipment, any chilled water, hot water or condenser water piping, condenser gas piping, wiring or isolation valves more than 360 inches from HVAC equipment.
5. Acts of God, Acts of War.
6. Vandalism, misuse or abuse of equipment, except damage caused by contractor or its agents.
7. Removal of Hazardous Material: Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substance, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, the contractor's sole responsibility will be to notify SUNO of the existence. Contractor shall have the right thereafter to suspend its work until such hazardous wastes and materials are removed or contained in a manner that prevents contamination to workers. The time for completion of work shall be extended to the extent caused by the suspension and the contract price equitability adjusted.
8. Low water pressure from city supply.
9. Low voltage burned-out main or branch fuses, voltage surges.
10. Water fountains, refrigerators, ice machines, walk in coolers or freezers, kitchen hood systems or other food service equipment.

## **2.0 Campus Facilities to be Covered Under Agreement**

1. Natural Sciences Building
2. Central Plant
3. Emmett W. Bashful Administration Building
4. Maintenance Building
5. Leonard S. Washington Memorial Library
6. Arts, Humanities and Social Sciences Building
7. Cafeteria (Knight's Dining Hall)
8. University Center
9. University Gymnasium
10. College of Business & Public Administration
11. College of Education & Human Development
12. Mille M. Charles School of Social Work
13. Information Technology Center
14. All Housing Facilities

## **3.0 Experience/References**

Contractors must provide specific service work that they have performed for SUNO with corresponding documentation. In lieu of work performed at SUNO, please provide references of service work performed at other Higher Education Institutions in the geographical area that show the ability to perform HVAC maintenance, Centrifugal Chiller maintenance, and BAS maintenance. For each reference, please provide the following information:

- Name of Institution
- Point of Contact (include name, title, phone, and email address)
- Description of Work Performed (include any pertinent documentation)



## 4.0 Additional Value

In addition to Experience/Qualifications, Implementation Plan, and Price, SUNO is giving each contractor the opportunity to provide their ideas (and examples) on how they can provide additional value above and beyond the scope of this RFP in regards to the below categories:

1. Energy Analysis: SUNO's total energy cost is heavily impacted by the overall BAS and Mechanical Maintenance. Explain how your company plans to have a positive impact on total energy usage. Show examples of how you have done this with past clients. Also, describe Energy cost reduction methods THAT ARE INCLUDED IN TOTAL PRICE over and above PM scope.
2. Consultative Service: If SUNO Facilities Department needs support with mechanical issues that are outside the scope of work of this preventative maintenance agreement, how could you assist? Please provide specific examples of how your staff plans to support SUNO's facility department with this Consultative support which WOULD BE INCLUDED IN TOTAL ANNUAL PRICE.
3. Reduction in down time of major equipment: Explain additional PMs or services THAT ARE INCLUDED IN TOTAL PRICE that will reduce downtime of major equipment.
4. Occupant Comfort: Managing the environment of the Students/Faculty is of utmost importance. Explain specific actions THAT ARE INCLUDED IN TOTAL PRICE that will improve occupant comfort.

## 5.0 Labor Rates/Pricing

Please fill out and include this section 5.0 Labor Rates/Pricing in appendix section of submitted proposal.

### 5.1 Price for Preventative Maintenance Annual Agreement

This lump sum annual price should include everything specified in Section 1.0 Scope of Services for the facilities listed in Section 2.0 Campus Facilities to be Covered Under this Agreement.

\$ \_\_\_\_\_

### 5.2 Hourly Rates & Charges

SUNO retains the right to bid out any equipment replacements, repair work, or any projects that fall outside the scope of this preventative maintenance agreement. However, the awarded contractor will have the right, as an approved/preferred SUNO vendor, to provide pricing for all future SUNO construction and repair projects. Due to this allowance, Labor Rates may be included in the overall evaluation process of this RFP.

Please include hourly straight time and overtime labor rates for the following:

<u>Labor Rates</u>	<u>S.T.\$</u>	<u>O.T.\$</u>
1. BAS (Certified only)	\$ _____	\$ _____
2. Mechanic (Certified Only)	\$ _____	\$ _____
3. Chiller (Certified Only)	\$ _____	\$ _____
4. Helper (All others)	\$ _____	\$ _____

- Overtime is classified as hours outside of Monday-Friday \_\_\_am to \_\_\_pm

BAS Technician must have certification for both Tridium and Alerton. Certificates must be included in the RFP response.

Mechanics (includes Journeymen and/or Masters) performing work at Southern University New Orleans' (SUNO) facilities shall be licensed or certified as required by State for Journeymen, Masters of that Craft, or as required by law to meet safety and performance regulations. Copies of the required licenses must be furnished for EACH Mechanic doing work under this contract. Additional Certifications are required for work on specific equipment as follows:

- Mechanics must be accompanied by the document showing the HVAC training as well as the 5 years of experience. The documentation can be from the local Union, certified training program or equivalent. It will be at the discretion of the Owner if the training meets the requirements, It is imperative that the contractor provide sufficient documentation to show the training program meets sufficient requirements to properly service SUNO. Additionally, the contractor shall provide necessary documentation to show that the Mechanic has the necessary five (5) years of experience required.
- In addition to mechanic requirement, chiller technician for Central Plant Centrifugal Chiller must have certification from the Factory/Manufacturer. Certificates must be included in RFP response.
- All employees that are not certified in the above categories shall be considered in the Helper category.

## 6.0 Certified Mechanics and Technicians & Response Time Survey

Please fill out and include this section 6.0 Certified Mechanics and Technicians & Response Time Survey in appendix section of submitted proposal.

**Number of Factory Trained Chiller Technicians** \_\_\_\_\_

Chiller technician is for Central Plant Centrifugal Chiller work only. Quantity of Chiller technicians. Chiller technician count must be accompanied by a certificate that shows the employee has obtained the latest certification from the Factory/Manufacturer. Certificates must be included in RFP response.

**Number of Factory Trained BAS Technicians** \_\_\_\_\_

BAS Technician count must be accompanied by the certificate for both Tridium and Alerton that shows the employee has obtained the latest certification from the Factory/Manufacturer. Certificates must be included in the RFP response.

**Number of Qualified Mechanics** \_\_\_\_\_

Qualified Mechanics must be accompanied by the document showing the HVAC training as well as the 5 years of experience. The documentation can be from the local Union, certified training program or other equivalent. It will be at the discretion of the Owner if the training meets the requirements. It is imperative that the contractor provide sufficient documentation to show the training program meets sufficient requirements to properly service SUNO. Additionally, the contractor shall provide necessary documentation to show that the Mechanic has the necessary five (5) years of experience required.

**BAS Response Time** \_\_\_\_\_

BAS On-line is from time of Alarm or customer to on-line with system (Normal Working Hours).

**On-Site Emergency Response Time** \_\_\_\_\_

On-Site Emergency Response Time is from time of BAS or customer dispatch to arrival at site.

**After Hours Response Time** \_\_\_\_\_

After Hours Response Time is from time of alarm to correcting problem

**Chiller Mechanic On-Site Response** \_\_\_\_\_

Time from dispatch of BAS troubleshooting or customer to Certified Chiller mechanic at site.

All lessees are to now register in the LaGov portal. Registration is intuitive at the following link: <https://lagoverplessee.doa.louisiana.gov/irj/portal/anonymous?guest user=self reg> and help scripts are available on OSP website under lessee center at <http://www.doa.louisiana.gov/osp/lesseecenter/regnhelp/index.htm>. (USE THIS FOR LAPAC IF A RFP)

### **1.8 Errors and Omissions in Proposal**

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

### **1.9 Proposal Guarantee**

Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address); be signed by a person or persons authorized to legally bind the person, partnership, company or corporation submitting the proposal; and be accompanied by a refundable proposal security deposit of **\$15,000.00** via certified or cashiers check or proposal bond written by a company licensed to do business in Louisiana.

### **1.10 Performance Bond**

The **successful** Contractor **shall** submit a Performance Bond in the sum of **\$ 150,000.00** dollars for the period the contract is in effect. The bond should be made payable to Southern University. The Contractor will be notified by letter to secure a Performance Bond from a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approval bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-:VI or higher rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-:VI rating by A.M. Best up to a limit of ten percent of policy holders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The bond must be received within twelve (12) working days from the date of notification.

### **1.11 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

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

#### **1.12 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Southern University Purchasing Department.

#### **1.13 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

#### **1.14 Waiver of Administrative Informalities**

The State/University reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

#### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

In accordance with the provisions of La. R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **1.16 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State/University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.17 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.19 Taxes**

Any taxes other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

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

### **1.21 Prime Contractor**

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

### **1.22 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana lessees, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the appropriate SUS personnel.

Information required of the prime contractor under the terms of this RFP shall also be required for each subcontractor. The subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.25 Evaluation and Selection**

The selection process will be conducted by a team of representatives selected by the University with knowledge of child/early care and Southern University at New Orleans requirements for this service. The team will evaluate all proposals submitted by the advertised deadline and make the final decision.

Evaluations of each response will include, but are not limited to:

- Review to ensure compliance with RFP requirements.
- Only compliant responses will be reviewed and scored by the selection team using the College's defined criteria.
- Proposals will be evaluated based on the cumulative greatest breadth and depth of services provided in the desired areas, and cost to customer.

The following criteria and their identified weight will be used to evaluate responses:

- 25 pts. Qualifications and experience of the Providing Agency and individual personnel's degree level anticipated to specifically work/manage the SUNO Early Childhood center.
- 25 pts. Pricing proposal and fee structure for childcare participants.
- 20 pts. Evidence of plan to meet childcare needs of Metro New Orleans Area.
- 15 pts. Cost to customers; community, children of SUNO students and children of SUNO employees.
- 15 pts. Plan demonstrates understanding and capacity to align with Louisiana Department of Education ECED program curriculum.



- 15 pts. Work Plan, completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of elements of work listed above.
- 5 pts. Plan demonstrates understanding and capacity to align with the University's Mission, Vision and Strategic Priorities.
- 5 pts. Evidence of Child Care Assistance Program grant participation or intent to participate. In order to ensure quality improvement remains paramount to the center, preference will be given to provider(s) that are or will be a participant in the statewide early childhood quality rating and improvement system, managed by The Louisiana Early Childhood Care and Education Network.

### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to SUNO's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and SUNO may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

### **1.27 Contract Award and Execution**

SUNO reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by SUNO.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment A of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the SUNO may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to Southern University at New Orleans, price and other factors considered.

SUNO intends to make an award to ONE Proposer for Early Childhood Center Operations.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Southern University Purchasing Department will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the SUNO, then SUNO may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

The Southern University Purchasing Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Director of the Southern University Purchasing Department, within fourteen days of the award/intent to award.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with Mrs. Marilyn Manuel, Director of the Southern University Purchasing Department. Contact may be made by phone at (504) 286-5020 or E-mail to [mmanuel@suno.edu](mailto:mmanuel@suno.edu)

### **1.30 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment "B"). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

### **1.31 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### **1.32 Indemnification and Limitation of Liability**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless SUNO from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold SUNO harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that

SUNO shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) SUNO's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

Southern University at New Orleans may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.