



**Xavier University of Louisiana
New Orleans, Louisiana**

Request for Proposal (RFP) Electric Vehicle Charging Station Solutions

**RFP #XUEV032020
DUE: 4:00 P.M., CST, 04/01/2020**

Proposal Release Date: 03/02/2020
Deadline for Inquiries 4:00 P.M., CST, 03/23/2020

Mail or Deliver all Proposals to:

**Marion Bracy
Vice President of Facility Planning and Management**

**Xavier University of Louisiana
Office of Facility Planning and Management
1 Drexel Drive
Administration Building, Office 216B
New Orleans, LA 70125**

1.1 INTRODUCTION TO XAVIER UNIVERSITY OF LOUISIANA

Xavier's origins date back to 1915, when then Mother Katharine Drexel, a former Philadelphia socialite who founded the Sisters of the Blessed Sacrament and devoted her life to the education of African Americans and Native Americans, opened a high school on the site previously occupied by Southern University. Ten years later, in 1925, Xavier University of Louisiana became a reality when the College of Liberal Arts and Sciences was established and in 1927, a College of Pharmacy was opened.

The University's major academic units are the College of Arts and Sciences and the College of Pharmacy. The University also awards the Master of Theology through its Institute for Black Catholic Studies. The total enrollment for fall 2019 was 3,325, which included a freshman class of 832. Of these, 2,512 are undergraduates in the College of Arts and Sciences, 608 are students in the College of Pharmacy, and 187 are graduate students. The university is supported by the efforts of more than 500 full-time and part-time faculty and staff.

XULA is a campus located on over 63 acres with 26 residential houses, 4 residence halls, and approximately 25 academic, office, and athletic buildings. XULA's ultimate purpose is to contribute to the promotion of a more just and humane society by preparing its students to assume roles of leadership and service in a global society. This preparation takes place in a diverse and conscientious learning and teaching environment that incorporates all relevant educational means, including research, sustainable practices and community service.

2.1 OVERVIEW OF THE PROJECT

The purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with a qualified electric vehicle (EV) charging station Vendor for the design, purchase and installation of hardware and accompanying software implementation for facilitation and management of electric vehicle supply equipment (EVSE) for XULA. The companies submitting proposals in response to this RFP will hereafter be referred to as "Vendor." This work will also include assisting the jurisdiction in identifying ideal site locations for the EVSE installations.

2.2 INTENT

Based on this RFP, XULA intends to award a single contract to the responsible Vendor whose proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered. XULA reserves the right to issue multiple contracts or to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the University to be in its best interest.

3.1 SCOPE OF PROPOSAL

XULA is seeking to hire an experienced and qualified Vendor that can provide a turnkey solution of all equipment, corresponding software and networking, accessories, warranties, and deliveries required to install up to (3) EVSE on XULA's campus, as well as identify prime site locations. At least one unit must be able to service more than (1) car simultaneously. Vendor must also provide proper EV parking signage and

assist with reconfiguration of any parking stalls for EV parking. In addition, Vendor will comply with all permitting, ADA and parking requirements.

Detailed information about the business model, including but not limited to the ability to set pricing for end users, billing practices, service fees, revenue distribution, and cost recovery for electricity responses should be outlined in the proposal.

XULA intends for this RFP to result in a contract for a period of (5) years, consisting of a (3) year base period and 2 (1) year option periods at the pricing and proposal information contained herein upon mutual agreement with the Vendor. The contract may be extended for additional (1) year periods by mutual written consent of the Vendor and XULA.

XULA desires a vendor with a minimum of (5) years of experience with turnkey electric vehicle charging stations in the U.S. markets. All design phase deliverables and all other procedures and responsibilities shall be as described in the section below.

Estimated Timetable:

Key milestones for the procurement are shown below. Proposers shall note that the dates provided are a guideline only and subject to change as XULA deems in its best interests.

RFP Release Date	March 2, 2020
Deadline for Clarifying Questions	March 23, 2020 4:00pm
Proposal Submission Deadline	April 1, 2020 4:00pm
Select Vendor Interviews/Presentations	TBD
Targeted Notice of Award	June 1, 2020
Targeted XULA Commission	Approval June 8, 2020
Targeted Contract Execution, Project Kick-Off	June 15, 2020
Project Delivery/Completion	September 2020

Additional Documents (Attachments)

- **Exhibit A** – Campus Map

3.2 ADDENDA TO THE REQUEST FOR PROPOSAL

Any changes, additions, or deletions to the RFP will be in the form of a written addenda issued by XULA. Any addenda to this RFP will be posted publicly on the XULA website at:

<https://xula.edu/facility-rfps>

XULA shall not be responsible for failure of any prospective proposer to receive such addenda. All addenda so issued shall become part of this RFP.

3.3 ADDITIONAL CONSIDERATIONS AND SPECIFICATIONS

The vendor must agree to insurance and liability requirements (6.1 – 7.1 Insurance Requirements) set by the jurisdiction and state such in its proposal.

3.2.A CHARGING STATION TECHNICAL SPECIFICATIONS

EV charging stations shall meet, at a minimum, the following specifications and requirements:

- Level 2 (or higher) charging capacity, including at least (1) Level 3, DC Fast Charger
- SAEJ1772 charge connectors with self-retractable cables
- Enclosure Rating - NEMA 3R or better, per UL 50E
- NEC Article 625 and related articles and tables
- Open Safety Ground Detection – continuously monitors presence of safety (green wire) ground connection
- Operating Temperature – -22F to 122F (-30C to +50C) and Operating Humidity of up to 85% @ +50C (122F) non-conde
- Meter Accuracy – +/- 2% from 2% to full scale (30A) with 15-minute interval recording
- Compliance with National Electrical Code, FCC and other relevant regulations for safety and operation
- Minimum 18' cable length with automatic retraction to keep cables from lying on the ground.
- Compliance with the Americans with Disabilities Act (ADA)
- Applicable OSHA Regulations

3.2.B NETWORKING AND INTEGRATION

The ideal vendor would have the ability and desire to develop integrations with current and new software and services utilized by XULA. We desire to partner with vendors and organizations that can integrate applications and data with other partners. Through database access, API usage, compliant web based applications and cross platform compatibility, we are better able to leverage the technology in which we have invested. Especially web based applications allow us to have the flexibility to use any type of computer in our office. HTML compliant applications offer the opportunity to use Windows and Apple computers without being tied to a specific platform.

XULA desires a system that will virtually allow for monitoring of electric vehicle charging usage and reporting functionality as well as payment and occupancy.

- Accessible to all members of the public without subscription-based membership
- Must operate on a cloud-based and networked for remote management
- Capable of accepting and processing point of sale transaction payments of all major credit cards and ATM cards through a secure system
- Demonstrate PCI Compliance. The vendor needs to provide documentation on the following:

- Level 1 Compliant: -A PCI DSS Service Level 1 compliant provider has proven their ability to not only process credit cards in large volume, but also maintain the highest level of security.
 - SSAE 16 Compliant: SSAE 16 compliant vendors have the necessary processes in place to remain compliant in day-to-day activities.
 - Cybersecurity Insurance Policy: This policy will protect the University if there is a security breach of mobile payment platform.
- Publicly available information on station location and real-time availability of charging stations, and ability to notify driver when charging is complete or if a charging session has been disrupted.
 - Must have the ability to collect revenue from the driver and have flexible pricing options, including hourly, by session, and vary the price by time of day or length of session. Additionally, the system must be able to provide free charging to select vehicles/drivers
 - Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night
 - Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating
 - Captures data on all charging operations and provides data to XULA in regular, automated intervals
 - Available 24/7 customer support

Proposals shall contain detailed technical descriptions of charging stations proposed, including compliance with specifications listed above, energy delivery speed and time to charge an average electric car battery, the useful life of all components, the system's payment and usage model, and a full description of hardware and software used in networking and data capture. If the Proposal does not meet one of the technical specifications described above, a full explanation of the reasons why should be included in the Proposal.

3.2.C ENERGY MANAGEMENT

The Electrical Charging Station (EVC) must:

- Provide a standards-based interface for energy management – describe the interface in comments
- Ability to set (by port) allowed load based on percentage of current load or set a maximum load (kW)
- Ability to set an aggregate maximum load for a group of stations. The stations will self-manage to remain below the configured allowance with no additional physical hardware required.
- Report on Rolling Average Power (kW) and Peak Power (kW) in 15-minute intervals with ability to export to Excel/CSV
- Report on Energy (kWh) by EVSE or by group of EVSE with ability to export to Excel/CSV

3.2.D DATA COLLECTION AND REPORTING

The following information for each charging event (session) will be collected and available via secure web interface, and available for download/export to Excel/CSV:

- Standard Reports
- Vendor Created Customized Reports
- User Created Customized Reports
- Direct Query Access
- Third Party Reporting Tools

3.2.E CHARGING LOCATIONS

At this time XULA intends to install up to (3) charging stations in three parking lots on campus while maintaining contractual flexibility for future purchase and installations, with minimal to no trenching needed. Potential areas are:

Level 2 Charger	DC Fast Charger
<ul style="list-style-type: none"> • Lot B • Lot V • Lot in front of Building Services 	<ul style="list-style-type: none"> • Lot H - fed from Qatar Pavilion • Lot K - fed from Central Plant • Lot L - fed from University Center • Lot Q - fed from Living Learning Center • ON Drexel Drive next to the Fitness Center

(See Exhibit A, Campus Map)

The final location for the units would be determined jointly by XULA staff and the Vendor based on location, electricity, economics, access and security.

3.2.F WARRANTY

The maintenance plan provided shall be for up to (5) years, and a minimum (3) year manufacturer’s warranty for all EV charger equipment, hardware, and software (EVSE Services). The Warranty shall include all materials, equipment, parts, tools, labor, and incidentals, as well as all contractor-or manufacturer, recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits as necessary. For activities covered under the warranty, an approved local service provider shall be used. If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. Contractor shall identify local service providers who will be providing all warranty and services to the charger stations.

3.2.G QUALITY ASSURANCE, INSPECTION & TESTING

The Respondent shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of current or future Reservation Management system components; equipment, software, interfaces, and data reporting provided under this Contract. The inspection and testing plan shall include a detailed schedule indicating the sequence of each test and where and when each test will take place. The Respondent shall be responsible for managing all testing and producing test reports, the cost of which shall be included in all costs proposed.

Security and Authorization

Only those parties identified in writing after the award of the RFP will have access to electric vehicle charging station software system. The Respondent shall protect and authenticate a limited number of

representatives that shall have access to the system and confidential information. The Respondent shall respect and utilize security access codes.

Response Time/Support:

As part of the warranty process, the Respondent shall provide timely, same day, response for any service calls placed between 8 a.m. to 5 p.m. EST, Monday through Friday (excluding major holidays) regarding repair or replacement of any and all components identified as part of the RFP which shall malfunction.

3.2.H TRAINING

The Respondent shall provide a program to educate, train and teach personnel in all details of the electric vehicle charging stations hardware and software. The Respondent shall submit for Parking Services approval a Training Program Plan outlining how it intends to instruct the Parking Services staff. The Respondent shall include in the proposal how and what type of training will be carried out. A combination of train-the-trainer and training sessions directly to Parking Services designated staff will be preferred. The Respondent shall provide a program to educate, train and teach personnel in all details of the Meter Reservation Management software to the component level as required allowing Parking Services personnel to operate and understand them satisfactorily. The Respondent is to provide training on an individual basis or in a group setting as approved by the Parking Services Department. The Respondent shall provide a training program for technicians and staff responsible for software, installation, implementation, and maintenance of the disciplines identified herein the RFP.

4.1 MANDATORY EXPERIENCE AND REQUIREMENTS

Vendors must affirm they meet all mandatory requirements without qualification. If a Vendor is not able to meet a mandatory requirement, the Vendor’s response will be deemed as “non-responsive.” Please affirm the following:

1. All Level 3 EV Charging Equipment proposed:
 - a. UL Listed
 - b. UL2202 and UL2231 (Parts 1 and 2) – Standard for Personal Protection Systems for EV Supply Circuits.
2. All Level 2 EV Charging Equipment proposed meets the following:
 - a. UL Listed
 - b. UL2202 and UL2231 (Parts 1 and 2) – Standard for Personal Protection Systems for EV Supply Circuits.
 - c. UL916 – UL standard for energy management.
3. Demonstrated ability to complete contract by September 2020.
 - a. Provide confirmation of acceptance of Terms and Conditions of Purchase Order.

5.0 PROPOSAL INSTRUCTIONS AND EVALUATION PROCESS

It is a mandatory requirement of this RFP that the proposer respond to each of the sections listed in the following paragraphs 5.1 – Proposal Requirements, and in the order in which they appear. XULA is seeking bids from Electric Vehicle Charging Supply Equipment Vendors in the performance of these professional design and installation services. Therefore, it is incumbent upon the proposer to present the responses to the RFP concisely and to the point. The awarding of projects will be based upon the responses to proposals. The personnel listed at the end of section 5.1 are the only contacts required for this project, and although a XULA selection committee will make selection of the awarded firm, these members are the point people for the committee.

Each proposer's submission will be scored in each of the following categories by the selection committee:

Dun/Bradstreet Number and Date Granted	Y / N
Certificate of Insurance	Y / N
Vendor References	10 points
Assigned Personnel and Staff Qualifications	10 points
Experience and Qualifications of Vendor	10 points
Experience with Educational Facilities	10 points
Proposed product solutions <i>(Including technical requirements, integrations, timeline, and product functionality)</i>	30 points
Warranty and Support services proposed	10 points
Cost Proposal	20 points

The evaluation committee will develop a composite rating indicating the collective ranking of the highest rated responses in descending order. The evaluation committee may then conduct interviews and presentations with the top ranked responses, usually the top two to three depending upon the number of responses received. Propers selected for an interview and presentation will be provided the opportunity to clarify or elaborate on the proposal, including ease of use of the software and hardware, equipment quality and durability, performance, integration, etc. The evaluation committee may request an interview, or make a recommendation for the Contract award, at the committee's sole discretion, upon which negotiations may then be conducted with response(s) so selected.

5.1 PROPOSAL REQUIREMENTS

Firms submitting proposals should include the following information as a minimum:

Vendor Information:

1. The legal name of the vendor, address and telephone number, as well as the information on any other local office that may assist in provision of services.
2. Executive Summary with a brief company introduction and background history.
3. The structure of the organization (e.g., sole proprietorship, partnership, corporation, etc.) including state of formation.
4. The name, address and telephone number of the person to whom correspondence should be directed.
5. The year the company was established as currently being operated.
6. A certified financial statement, including, but not limited to a Dun and Bradstreet number and rating.

Vendor Background & Work Experience:

1. A list of all communities within the local utility (e.g., Entergy) territory in which the vendor has provided and maintained publicly available EVSE during the last five years, if applicable. Please list communities with active EVSE.
2. Also include the following information for each community:
 - a. Name of the organization that contracted with you for EVSE sites. Please include the name of a contact person and phone number.
 - b. Was the contract/franchise exclusive or nonexclusive?
 - c. Number of EVSE provided.
 - d. Time period that the EVSE were installed.
 - e. Reporting sales & usage (sample reports).
3. A list with additional communities in the United States in which the vendor has provided and maintained publicly available EVSE during the last five years, if applicable.
4. A list of vendor's ten most recent projects with a short description of the scope of work.
5. Please list any public agencies that have chosen to cancel or not renew EVSE contracts with your firm during the last five years.
6. Provide (3) similar contract references with names of organizations and names and phone numbers of customers who have used similar services to those, which are to be provided. Please include the organization's name, address, phone number, email address, and a contact person for each. The University reserves the right to contact or visit any of the references provided. Additionally, the University reserves the right to contact additional references that the University is aware of or may become aware of.
7. Provide experience and qualifications of the staff and local contractors/subcontractors that will perform the EVSE installations. Demonstrate that the vendor is working with licensed electrical contractors employing state-certified electricians to handle EVSE installations and maintenance. The assigned Project Lead or Manager of this project shall be identified in the proposal and cannot be changed, replaced, or altered throughout the project unless agreed to by both XULA and the Vendor.
 - a. List any EVSE-specific trainings or certifications that the vendor's electrical contractor and/or the contractor's electricians have completed, if applicable (e.g., Electric Vehicle Infrastructure Training Program).
 - b. Include the number of EVSE installations completed to date by the vendor's electrical contractor and/or the contractor's electricians.

8. Provide an overview of your staff and qualifications, with a list of any significant awards for work completed. Please provide a resume and an executive summary of the agency representative(s) the Vendor will assign to the University.
9. Demonstrate an understanding of New Orleans, Louisiana processes, required permits, permit costs, licenses and applicable state and local codes specific to EVSE and procedures for this type of project.

Scope of Work:

1. A written and pictorial description of the proposed EVSE design including:
 - a. Comprehensive specifications (make, manufacturer and model numbers of equipment), including all software components.
 - b. Delivery and proposed installation schedule.
 - c. The submission of more than one type of charging station is permitted, however, if the selection of any particular design would result in a change to the proposed rate structure and method of collection, those changes must be noted.
2. Proposed EVSE end-consumer rate structure (e.g., charging customers per plug time) and customer method of payment (e.g., credit card reader for universal usage).
3. Description of the proposed EVSE warranty and parts replacement program and anticipated response times.
4. Description of ability and staff expertise to provide services including design and installation of EVSE and training.
 - a. Quality control/safety features.
 - b. Design plan and implementation details and available resources.
5. Financial incentives to the XULA (if applicable).
6. Cost Proposal: For each solution proposed, provide a clear, complete, and detailed cost and price schedule for the services and requirements described in the RFP, including but not limited to:
 - a) Purchase, installation, integration, and implementation costs for any solution
 - b) Unit pricing for equipment and accessories utilized with each solution
 - c) All Software, hardware, and back-end fees
 - d) Other on-going or recurring fees, including hourly rates for any additional service work
 - e) Yearly costs for up to five years of Extended Maintenance and Support (to commence upon expiration of the initial warranty), as well as future purchase costs for equipment and accessories

Additional Items:

The proposal must be signed by the individual(s) legally authorized to bind the vendor. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

Proposal Format:

- Vendors shall submit one (1) original proposal marked "ORIGINAL" and four (5) identical copies.
- Proposals shall be in an 8 ½" x 11" format. Supplementary information such as firm brochures, publicity material will be accepted. Organize response information in the same format and order as this RFP. Any variances from specifications which may be proposed must be specifically noted and marked as an "Exception."

Submittal Requirements:

For questions regarding this RFP, submit all inquiries via email to facilities@xula.edu by 4:00 pm, March 23, 2020. Responses to the questions will be posted <https://xula.edu/facility-rfps> no later than March 27, 2020 by 4:00 pm. All proposers are recommended to visit the above mentioned website on a regular basis as responses will be posted when available. All documents for a proposal should be included in the package, no separate mailings. Proposals must include a table of contents and all pages numbered.

- Submit 6 hard copies of your proposal and a flash drive with all documents in digital format **by 4:00 PM, April 1, 2020** to:

Xavier University of Louisiana
1 Drexel Drive
Administration Building
Office 216B, Facility Planning and Management
New Orleans, Louisiana 70125
Attn: Marion Bracy, Vice President of Facility Planning and Management

- Proposals can be mailed or hand delivered in a box or envelope and label mailings as follows:

REQUEST FOR PROPOSAL NO.: #XUEV032020
FOR: Electric Vehicle Charging Station Solutions

- In addition to the submission of 6 hard copies of your proposal, you are also required to submit an electronic PDF formatted copy of your document on a labeled flash drive or other digital media.

*Proposals that do not arrive by the specified date and time, **WILL NOT BE ACCEPTED** and will be returned unopened. Vendors may submit their proposal any time prior to the above stated deadline. At its sole discretion, XULA may reject incomplete proposal submittals if, in its judgment, the submittal lacks information needed to effectively evaluate the proposal. Nothing in this request for proposals implies a contractual obligation with any firm, nor will XULA reimburse costs for submittal preparation.*

5.2 SUBCONTRACTOR INFORMATION

Does this proposal include the use of subcontractors?

- If “Yes”, vendor must: Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- XULA requires that the awarded vendor provide proof of payment of any subcontractors used for this project.
- Proposals shall include a plan by which XULA will be notified of such payments.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

6.1 INDEMNIFICATION

The awardee (Contractor) shall indemnify XULA, its Board of Regents, its officers and employees against any loss or damage (including reasonable attorney's fees and other costs of litigation) caused by the Contractor's negligent acts or omissions or negligent acts or omissions of the Contractor's agents or employees. Contractor shall defend any suit against XULA alleging injuries or damages arising out of the services performed; provided, however, that nothing contained herein shall require the Contractor to defend or indemnify XULA for injuries or damages arising solely out of the negligence of XULA, its agents, or employees.

7.1 INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of Contractor, Contractor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. XULA does not warrant that these minimum limits are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under the Agreement by Contractor, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Contractor is a foreign entity, or with foreign insurance coverage.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

7.2 MINIMUM SCOPE AND LIMIT OF INSURANCE Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Vendor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, XULA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to XULA.

8.1 INTERPRETATION OR CORRECTION OF RFP DOCUMENTS

Proposers shall promptly notify XULA, in writing, of any ambiguity, inconsistency or error, which they may discover upon examination of the RFP Documents or of the site and local conditions. Proposers requiring clarification, interpretation, changes or modifications to the Proposal Documents shall submit a written request to XULA in time to be received by XULA at least five (5) calendar days prior to the opening of the proposal (date to be announced). Interpretations, changes or modifications to the meaning of the RFP Documents will be accomplished through written addenda to all Proposers of record, issued by XULA.

Only questions answered by formal written addenda will be binding. All questions concerning interpretation, changes or modifications shall be emailed to:

facilities@xula.edu

9.1 PROPOSER'S REPRESENTATIONS

Each Proposer by making his Response represents that:

- A. Proposer has read and understands the RFP Documents and his Response is made in accordance therewith.
- B. Proposer has visited the campus, has familiarized himself generally with local conditions under which the work is to be performed.
- C. Proposer has familiarized himself with all local conditions that may in any manner affect performance, including manpower availability and local labor practices.
- D. Proposer has familiarized himself with Federal, state and local laws, ordinances, rules and regulations that may affect this project.
- E. Proposer acknowledges that XULA is not responsible for any costs associated with the preparation, submittal, or presentations of any kind and that the Proposer assumes all costs of same.

10.1 RIGHT TO REJECT STATEMENTS OF QUALIFICATION

XULA reserves the right, at its sole discretion, to reject any and all Proposals, to cancel this RFP in its entirety, or to cancel the selected group of approved applicants.

Any submittal which does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Respondents must comply with all of the terms of this RFP and all applicable local, state, and federal laws and regulations. XULA may reject any Vendor that does not comply with all of the terms, conditions, and performance requirements of this RFP.

11.1 ADDITIONAL INFORMATION, TERMS AND COMPLIANCE

11.2 NONDISCRIMINATION

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the XULA's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with XULA or in the employment practices of XULA's Vendors. Accordingly, all Request for Proposal Proposers entering contracts with XULA, upon request, be required to show proof of such nondiscrimination.

11.3 MINORITY PARTICIPATION

XULA highly encourages meaningful participation from minority-owned businesses. The Vendor candidates will be evaluated as to the extent that the Proposer identifies and commits to minority-owned businesses, whether as a Prime Vendor, joint-venture team arrangement, or through the use of sub-consultants.

11.4 SMALL BUSINESS ENTERPRISE

XULA encourages the acquisition of goods and services from small businesses in our community. A Small Business as it is used in these Proposal Documents means an individual or business entity that

- (1) is independently owned and operated,
- (2) is not dominant in its field of operation,
- (3) has no more than 15 employees and
- (4) its average annual receipts do not exceed \$1 million if, together with its affiliates.

Acquisitions from Small Businesses are encouraged by providing the following advantages or preferences:

Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.

XULA offers a preference for Small Businesses that offer materials, supplies, or equipment that are manufactured, processed, produced or assembled in Louisiana, and which XULA judges to be equal in quality to other materials, supplies, or equipment, provided that all of the following conditions are met:

1. The cost of the Louisiana products does not exceed the cost of other materials, supplies, or equipment that are manufactured, processed, produced or assembled outside the state by more than five per cent.
2. The Vendor of Louisiana products agrees to sell the products at the same price as the lowest Proposal offered on such products.

3. In cases where more than one Proposer offers Louisiana products that are within five per cent of the lowest Proposal, Proposer offering the lowest Proposal on Louisiana products is entitled to accept the price of the lowest Proposal made on such products.

On contracts of \$100,000 or less, a performance bond, as required by the Louisiana public proposal law may be waived by XULA for a Small Business which:

1. Meets the definition and requirements of a “responsible proposer” as set forth below:
 - a. The Small Business has an established business and has demonstrated the capability to provide goods and services in accordance with the terms and conditions of the contract, plans and specifications without excessive delays, extensions, cost overruns or changes for which the Contractor or Sub-Contractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which the Small Business was found to be at fault.
2. The Small Business has a negotiable net worth or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the public contract as provided in the proposal submitted by the Small Business. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.
3. Has been operating as the same business for a continuous period of at least three years.
4. Provides an irrevocable letter of credit, property bond or other authorized form of security that is acceptable to the public entity and is in an amount of not less than the amount of the contract, for the faithful performance of his duties.
5. XULA may adopt rules and regulations in accordance with law to effectuate the provisions of this subsection.

In order to qualify for the advantages provided for Small Business in this Plan, the Vendor shall be required to certify by an affidavit under penalty of perjury that it meets the criteria for a Small Business as defined above. The Small Business shall also be required to certify that no person, corporation or other entity that does not meet the definition of a Small Business has any direct or beneficial ship of the Small Business. The certification shall be subject to challenge by competing Proposer’s and XULA upon reasonable suspicion. In the event of a challenge, XULA shall conduct an investigation and determine whether the Contractor qualifies as a Small Business.

11.5 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

It is the policy of XULA not to discriminate against any individual having any judicially recognized disability of any kind.

It is the policy of XULA not to discriminate against any company or organization that has an officer or employee with a disability of any kind.

All products, materials and services of this project shall be in compliance with the Americans with Disabilities Act (ADA).

Proposers shall not discriminate against any individual having any disability of any kind when considering award of a joint venture contract, subcontract or purchase order.

Proposers shall not discriminate against any company or organization that has an officer or employee with a disability of any kind when considering award of a joint venture contract, subcontract or purchase order.

