

REQUEST FOR PROPOSAL

Electronic Degree Auditing and Advising System

For

The Louisiana Community and Technical College System



RFP Number: 40016-05222017

Proposal Opening Date: July 10, 2017

Proposal Opening Time: 2:00 p.m. CT

**State of Louisiana
Office of State Procurement**

May 22, 2017

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**REQUEST FOR PROPOSAL
FOR**
Electronic Degree Auditing and Advising

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana Community and Technical College System (LCTCS) is one of the fastest growing two-year college systems in the nation in terms of production. LCTCS colleges consistently rank nationally in the top one hundred (100) producers of industry based certifications, short-term certificates, and associate degrees. In 2016, LCTCS colleges graduated 28,853 students, the largest graduating class in the system's history. Eighty percent (80%) of the graduates earned credentials in high-demand, high-income fields as defined by the Louisiana Workforce Commission. As a result, in 2016, Lumina Foundation, one of the nation's most respected educational and philanthropic organizations, commissioned that Louisiana has the highest percentage in the nation of working age adults who hold a high-quality postsecondary certificate as their highest level of attainment and that the State's overall degree attainment rate improved from 50th to 26th in the nation.

LCTCS is composed of 13 community and technical colleges with over 75 different instructional facilities. LCTCS offers over 1,000 degrees and certificates in 153 different fields of study. Over 90,000 individuals enroll in credit programs leading to academic degrees in LCTCS institutions. LCTCS colleges experienced enrollment in excess of 100,000 students in the 2014-2015 academic year for a total of nearly 1.5 million credit hours. In the 2015-2016 academic year, enrollment was over 90,000 students and over 1.3 million credit hours. Budget restraints in recent years have yielded less staff and longer process times of degree auditing for graduation and advisement for enrollment management purposes.

Colleges of the Louisiana Community and Technical College System
Baton Rouge Community College
Bossier Parish Community College
Central Louisiana Technical Community College
Delgado Community College
Fletcher Technical Community College
Louisiana Delta Community College
Northshore Louisiana Technical College
Nunez Community College
Northwest Louisiana Technical College
River Parishes Community College
South Central Louisiana Technical College
South Louisiana Community College
SOWELA Technical Community College

LCTCS students face many challenges. For example, many do not understand college systems, procedures, and nomenclature and have a lack of confidence in determining goals and degree choices. It is critical that students enroll in courses directly related to their program of study. Students have the ability to self-register for classes using the LoLA (Log on Louisiana) website. This website allows students to enter

a password protected environment to access their student records and conduct various actions including register for classes, review unofficial transcripts, and accept financial aid.

A problem faced by our institutions is the limited number of advisors per students. During peak times, there is an increase in student visits to receive real time advisement in preparing for the next semester. Due to the availability of staff and critical time constraints at the end of a semester, this results in a lag time in processing graduation applications while continually meeting with students. When advising and applying for graduation, a degree audit must be conducted to properly advise the student or graduate the student. Unfortunately, this no-win situation arises each term.

To avoid this cycle, an electronic degree auditing and advising system can alleviate the manual process involved in advising students and graduation verifications. With an electronic degree auditing system, students, faculty, and staff are able to monitor progress toward timely degree completion, utilize planning tools involving degree maps of students' academic journey to keep students on track for on-time graduation, and the advisor can engage in customer management capabilities to enable real-time counseling between advisor and student.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 (formerly 39:1593.C – Amended by Act 864 of the 2014 Regular Session) from bona fide, qualified Proposers who are interested in providing an electronic degree auditing and advising system.

1.1.2 Goals and Objectives

LCTCS seeks to enter into a single system contract for an electronic degree auditing and advising system that has the ability to create a degree plan and audits to assist students in mapping out when they will take courses and assist staff in verifying graduation requirements. This should be configured reflect the College's academic catalog programs of study and graduating requirements.

1.2 Definitions

A. 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.

B. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

C. 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.

D. DOA – Division of Administration

E. DOE – U.S. Department of Education

F. Banner – The comprehensive student information system used by LCTCS that contains functional models for courses, students, faculty, student AR and staff.

G. FERPA - The “Family Education Rights and Privacy Act” of 1974, commonly known as FERPA, is a federal law that protects the privacy of student education records. Students have specific, protected rights regarding the release of such records and FERPA requires that institutions adhere strictly to these guidelines.

H. IT – Information Technology personnel

I. LCTCS – Louisiana Community and Technical College System Board of Supervisors

J. May and Can - The terms “may” and “can” denote an advisory or permissible action.

K. Must - The term “must” denotes mandatory requirements.

L. OSP – Office of State Procurement

M. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

N. RFP – Request for Proposal

O. Shall– The term “shall” denotes mandatory requirements per La. R.S. 39:1556(52).

P. Should – The term “should” denotes a desirable action.

Q. State- The State of Louisiana, or also referred to as LCTCS.

1.3 Schedule of Events

SCHEDULE OF EVENTS	
Action/Event	Date & Time (CT)
<i>RFP posted to LaPAC/LCTCS websites</i>	May 22, 2017
<i>Mandatory Pre-Proposal Teleconference</i>	June 12, 2017 – 2:00 p.m.
<i>Deadline for LCTCS to receive written inquiries</i>	June 19, 2017 – 2:00 p.m.
<i>Deadline for LCTCS to answer written inquiries</i>	June 26, 2017 – 2:00 p.m.
<i>Proposal Opening Date (Proposal Submission Deadline)</i>	July 10, 2017 – 2:00 p.m.
<i>Mandatory oral discussions/presentations with Selected Proposers</i>	July 17-20, 2017
<i>Notice of Intent to Award Issued</i>	August 18, 2017
<i>Approval from LCTCS Board of Supervisors</i>	September 13, 2017
<i>Contract Initiation (tentative)</i>	September 14, 2017

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> or the LCTCS website <https://www.lctcs.edu/rfp>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator with the LCTCS. Contact information for the RFP Coordinator is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the LaPAC or LCTCS website frequently for any possible addenda that may be issued. The LCTCS is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in Section 1.5. The proposal must be received in hard copy (printed) and electronic form by the RFP Coordinator on or before 2:00 p.m., Central Daylight Time, July 10, 2017. FAX or e-mail submissions shall not be acceptable. Proposals must clearly identify the name, solicitation number, bid opening due date and time in the proposal. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

LCTCS
Michele M. Nardini
Coordinator of Financial and Administrative Services
265 S. Foster Dr.
Baton Rouge, LA 70806

For delivery by hand or courier service, the physical location is 265 S. Foster Dr. Baton Rouge, LA 70806 and the telephone number is (225) 922-2800. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.4.1 Mandatory Qualifications for Proposer

Proposers must meet the following minimum qualifications:

1. Proposer must provide an electronic degree advising solution to evaluate coursework against degree requirements.
2. Proposer's solution must provide a cyber-secure environment for personal data as well as comply with FERPA regulations.

3. Proposer's solution must already have a real-time integration with a MEPed instance of Banner. Proposer's integration must be in successful production use at another college/university and must provide references to include company name, contact name and title, email, and telephone.
4. Proposer must show evidence of having worked with a multi-college system of higher education institutions operating on a single student and finance information system.
5. Proposer must provide the following implementation and on-going maintenance items:
 - a. any training necessary for a successful implementation;
 - b. support with setup and testing during and after implementation;
 - c. notice (when possible) and information on all scheduled and unscheduled software maintenance and upgrades;
 - d. backup copies of all data and records.
6. Proposer's electronic solution must at minimum provide the following:
 - a. Degree auditing and tracking to assist students, faculty, and staff monitor progress toward timely degree completion;
 - b. Student planning tools involving degree maps of students' academic journey to keep them on track for on-time graduation;
 - c. Administrative and advisor tools, including customer management capabilities that enable real-time counseling between advisor and student;
7. Proposer must support mobile technology, including but not limited to Apple and Android based phones and tablets for critical elements of enrollment management.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. Proposals must be clearly identify the name, solicitation number, bid opening due date and time in the proposal. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the LCTCS.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the LCTCS's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the LCTCS before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy**

of the resolution, certification or other supportive documents should be attached to the Cover Letter.

3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the LCTCS before contract award.**
4. If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a **certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.**
5. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
6. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the LCTCS.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Documentation of Minimum Requirements:** All Proposals must document that the Proposer meets the minimum requirements of this RFP by completing **Attachment A.**
- D. **Proposer Qualifications and Experience:** The Proposers should give a brief description of their company including a brief history, corporate structure and organization, financial strength and stability, number of years in business, volume of merchants, etc.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

- E. **Proposed Solution/Technical Response:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.
- In describing the Proposer's approach and methodology, Proposals should include responses to **Attachment B** as well as a narrative describing the Proposer's
1. approach to Project Management and Quality Assurance **and**
 2. proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, implementation and other timetables, and staffing.
- F. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- G. **Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.
- This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.
- H. **Security and Data Sharing:** The Proposer shall provide detailed information that defines its approach for ensuring system and data security and identifies areas of project risk and procedures to mitigate these risks.
- Proposer shall also document that it will:
1. provide security levels for authenticating students who access any necessary software utilized by the company to complete the verification or comment code resolution process;
 2. secure all data with a combination of encryption (e.g. SFTP servers, application layer, etc.) and data management;
 3. have multiple options to interface with LCTCS technology including relatively simple Secure FTP servers or more integrated web service technologies;
 4. make information and images available to LCTCS as mutually agreed;
 5. provide written documentation of any necessary setup;
 6. have an established mechanism for testing any necessary data transfers.

Proposer shall provide proof that it meets industry Family Educational Rights and Privacy Act (FERPA) security and accessibility guidelines and standards (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>) and is Federal Information Security Modernization Act (FISMA) compliant (<https://www.dhs.gov/fisma>).

- I. **Project Schedule:** Detailed schedule of implementation plan for full statewide implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- J. **Financial Proposal:** The Proposer shall provide the total cost on **Attachment C** (inclusive of travel and all project expenses) for providing all services described in this RFP.
- K. **Copies of Existing Contracts:** Proposers with existing degree auditing and/or degree advising contracts with any LCTCS college, must attach copies of those contracts to their proposal.
- L. **Executive Summary:** The Proposer should provide a brief summary of their Proposal. A positive statement of compliance with the contract terms should also be included. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in **Attachment E, Sample Contract**, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

The Proposer should include any additional information that it wishes to be considered.
- M. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in **Attachment D**.
- N. **Outsourcing of Key Internal Controls:**

This section shall not apply to this RFP.

1.5.1 Number of Copies of Proposals

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided to the RFP Coordinator at the address specified, as well as one (1) redacted copy, if applicable (See Section 1.6) and two (2) "searchable" electronic copies on a CD or USB flash drive. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 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 desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.6 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 cost 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.) shall 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 shall 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 the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in 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, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana'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".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer 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. The Proposer should also submit one (1) electronic redacted copy of their proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the LCTCS if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the LCTCS and hold the LCTCS harmless against all actions or court proceedings that may ensue which seek to order the LCTCS to disclose the information.

The LCTCS reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the LCTCS in its evaluation of the proposal. The LCTCS 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.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Mandatory Pre-Proposal Teleconference

A mandatory pre-proposal teleconference will be held at 2:00 p.m. CT on June 12, 2017. The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or intending to submit a proposal must have at least one duly authorized representative attend the pre-proposal conference. The telephone number for the Pre-Proposal Teleconference is 1-888-636-3807; Access Code 1714730.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the LCTCS will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be posted on the LaPac and LCTCS websites.

1.7.2 Proposer Inquiry Period

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

Written questions regarding the RFP must be submitted to the RFP Coordinator as listed below.

LCTCS
Michele M. Nardini
Coordinator of Financial and Administrative Services
265 S. Foster Dr.
Baton Rouge, LA 70806

Only the RFP coordinator has the authority to officially respond to a Proposer's questions on behalf of the LCTCS. Any communications from any other individuals shall be not binding to the LCTCS.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents 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 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 LCTCS. Inquiries received after the established deadline shall not be entertained.

The LCTCS shall reserve the right to modify the RFP should a change be identified that is in the best interest of the LCTCS.

Official responses to all questions submitted by potential Proposers will be posted by 2:00 p.m. CT on June 26, 2017 at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <https://www.lctcs.edu/rfp>.

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the LCTCS, including during the Blackout Period. Any communications from any other individuals are not binding to the LCTCS.

An addendum will be issued and posted at the LCTCS and LaPAC websites, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal 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 LCTCS is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

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 RFP Coordinator at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/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.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.7.3 Blackout Period

The Blackout Period is a specified period during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any LCTCS employee or Contractor of the LCTCS involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to LCTCS employees, but also to any Contractor of the LCTCS. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the LCTCS and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the LCTCS and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or LCTCS Contractor who violates the Blackout Period may be liable to the LCTCS in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.8 Errors and Omissions in Proposal

The LCTCS will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the

following condition: The LCTCS reserves the right to make corrections or clarifications due to patent errors identified in proposals by the LCTCS or the Proposer. The LCTCS, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.10 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.11 Changes, Addenda, Withdrawals

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

Addenda, if any, will be posted at:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <https://www.lctcs.edu/rfp>. It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

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 LCTCS RFP Coordinator.

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 LCTCS pursuant to the RFP.

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the LCTCS to award a contract. The LCTCS 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 LCTCS to do so. Further, the LCTCS reserves the right to cancel

or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the LCTCS.

In accordance with the provisions of La. R.S. 39:2192, 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, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:262.1) and limited liability companies (see, La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.16 Ownership of Proposal

All materials submitted in response to this request become the property of the LCTCS. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the LCTCS and not returned to Proposers. Any copyrighted materials in the response are not transferred to the LCTCS.

1.17 Cost of Offer Preparation

The LCTCS 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 LCTCS.

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 LCTCS is exempt, shall be assumed to be included within the Proposer's cost.

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under the contract awarded from this RFP.

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 within its proposal response. However, the LCTCS 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 Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The LCTCS 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.

If it becomes necessary for the prime Contractor to use subcontractors, the LCTCS urges the prime Contractor to use Louisiana vendors, 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 LCTCS Project Manager.

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor

1.23 Mandatory Oral Discussions/Presentations

The LCTCS will invite Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the LCTCS's objectives; however, the LCTCS 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 by the Proposer during these discussions, if conducted, may become formally recorded in the final contract and will be considered binding.

Mandatory oral discussions/presentations for clarification shall be conducted to enhance the LCTCS's understanding of any or all of the proposals submitted. LCTCS reserves the right to accept proposals without such discussions.

The RFP Coordinator will provide specific information regarding dates, times, and format for web delivery at least five (5) days in advance of the presentation. Tentative dates are included in Section 1.4.

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

All responses received as a result of this RFP are subject to evaluation by the LCTCS Evaluation Committee for the purpose of selecting the Proposer with whom the LCTCS shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. Select proposers will be invited to participate in written or oral discussions to make this determination.

Written recommendation for award shall be made to the LCTCS RFP Coordinator for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the LCTCS, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the LCTCS.

1.25.1 Best and Final Offers (BAFO)

The LCTCS reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the LCTCS in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the LCTCS to a commitment to enter into a contract.

1.26 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the LCTCS'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 the LCTCS may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the

Proposers. The LCTCS must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

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

The LCTCS reserves the right to contract for all or a partial list of services offered in the proposal.

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

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 E 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 applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds ten (10) business days or if the selected Proposer fails to sign the contract within ten (10) business days of delivery of it, the LCTCS may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

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

The LCTCS intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee and agency's recommendation for award, the LCTCS will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the LCTCS. 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 LCTCS, the LCTCS may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

The LCTCS will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, 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, in accordance with La. R.S. 39:1671, to the RFP Coordinator, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

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 the LCTCS contact and may be made by phone at (225) 922-2800 or E-mail to renecintron@lctcs.edu.

1.30 Insurance Requirements

The Contractor shall purchase 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 by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents,

are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana

Louisiana Community and Technical College System, its Officers, Agents, Employees and Volunteers
265 S. Foster Dr.
Baton Rouge, LA 70806

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

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.

Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

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 the LCTCS 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 LCTCS.

Contractor will indemnify, defend and hold the LCTCS 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 LCTCS 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 the LCTCS 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 the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the LCTCS 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) LCTCS's unauthorized modification or alteration of a Product, Material, or Service; (ii) LCTCS's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) LCTCS'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 LCTCS's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the LCTCS 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 LCTCS up to the dollar amount of the Contract. Any injunction that is issued against the LCTCS which prevents the LCTCS from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the LCTCS or provided to the LCTCS one of the alternatives set forth in the foregoing sentence is cause for the LCTCS to terminate the Contract. In the event of

such termination, the LCTCS will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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.

The LCTCS 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.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.34 Payment

1.34.1 Payment for Services

The LCTCS shall pay Contractor in accordance with the Cost Proposal set forth in Attachment “C”. The Contractor may invoice the LCTCS monthly at the billing address designated by the LCTCS. Payments will be made by the LCTCS within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the LCTCS. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.34.2. Late Payments

Interest due by a LCTCS for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.34.3. Electronic Vendor Payment Solutions

The LCTCS desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EFT payments sent directly from the LCTCS’s bank directly to the payee’s bank. Please see Attachment F for additional information regarding electronic payment methods.

1.35 Termination

1.35.1 Termination of the Contract for Cause

The LCTCS may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the LCTCS shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the LCTCS may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the LCTCS to comply with the terms and conditions of the contract, provided that the Contractor shall give the LCTCS written notice specifying the LCTCS's failure and a reasonable opportunity for the LCTCS to cure the defect.

1.35.2 Termination of the Contract for Convenience

The LCTCS may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the LCTCS. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the LCTCS.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the LCTCS to increase or decrease the amount, at the unit price stated in the proposal.

The LCTCS does not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The State Legislative Auditor, internal auditors of the Division of Administration, LCTCS internal auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the LCTCS and shall, upon request, be returned by Contractor to the LCTCS, at Contractor's expense, at termination or expiration of the contract.

1.42 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of the LCTCS. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.43 Substitution of Personnel

The LCTCS intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the LCTCS for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The LCTCS shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

1.45 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.46 Proposer's Certification of No Federal Suspension or Debarment

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.46.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.

1.46.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.47 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.48 Clean Air Act

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.49 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.50 Clean Water Act

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.51 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.52 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the LCTCS and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the LCTCS, the LCTCS will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.53 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the LCTCS if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.54 Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

1.55 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the LCTCS and provide any and all requested information, documentation, etc. to the LCTCS when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the LCTCS's right to audit or to withhold LCTCS owned documents.

1.56 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

1.57 Security

Contractor's personnel shall comply with all security regulations in effect at the LCTCS'S premises, the Information Security Policy at: <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the LCTCS or to the project. Where special security precautions are warranted (e.g., correctional facilities), the LCTCS shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the LCTCS any known breach of security.

1.58 Corporate Requirements

1.59 Key Internal Control Outsourcing

This section shall not apply to this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Overview/Scope of Work/Services

LCTCS seeks to enter into a single system contract for an electronic degree auditing and advising system that has the ability to create a degree plan and audits to assist students in mapping out when they will take courses and assist staff in verifying graduation requirements. This should be configured to reflect the College's academic catalog programs of study and graduating requirements.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall be a period of **three (3) years with the options to renew for two (2) additional 12-month terms** at the same rates, terms and conditions.

The terms of the extended contract shall align with the initial proposal and the Cost Proposal (**Attachment C**) for the extended contract must be included in the original RFP. Approximately one hundred twenty (120) days before the anniversary date of the contract, the parties shall meet to discuss a proposed renewal of the contract and the factors related to such a renewal. If the parties cannot agree on terms for the renewal period, at least ninety (90) days before the anniversary date, the contract shall expire as scheduled.

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the Cost Proposal furnished herein on Attachment "C". Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination. Further information can be found in section 2.5.1 Financial below

2.4 Deliverables

Proposer must follow the format listed in Section 1.5 describing what and how deliverables will be supplied. In addition to the mandatory requirements set forth in Section 1.4.1, services deemed enhancements in Attachment B also comprise the deliverables for this RFP. The expected outcome of all deliverables, mandatory requirements and enhancements, is a cost-effective system for degree auditing and advising that removes the burden of processing from LCTCS colleges and provides a more efficient and effective service to LCTCS students, improving student academic experience.

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include all potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the LCTCS to consider within the schedule furnished in **Attachment C**. The total cost provided within **Attachment C** is all inclusive.

2.6 Scope of Work Elements

Contractors must possess the functional and technical competency to satisfy the scope of work.

2.6.1 Functional Requirements

Contractor must have adequate staff, capital, infrastructure, knowledge and specialized tools necessary to support the electronic advising needs of LCTCS colleges and ensure the success of the project.

LCTCS may require the contractor to travel to the LCTCS or member institutions as needed to ensure success of the project at no additional cost to LCTCS.

2.6.2 Technical Requirements

2.6.2.1 Network Connectivity

Any Contractor-provided workstations or devices to be connected to the LCTCS's and the State's network must comply with both networks. In addition, all FERPA security standards must be met. All hardware and software must be reviewed by LCTCS before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the LCTCS.

2.6.2.2 Location

Software used and records maintained may be located on servers outside of the State of Louisiana. However, all software should be web accessible from any location via the Internet. If software and records are housed and/or hosted outside of Louisiana the Proposer must provide the location and details about the facility. In no case shall this location be outside of the United States.

2.6.3. Proposal Format

Each Proposer must carefully follow the Proposal Response Format set for in Section 1.5 to demonstrate that all project requirements are met.

2.6.4. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
<i>Section 1.5 Proposal Response Format (followed or not)</i>	5
Technical Proposal - Attachment A and Attachment B	60
Financial Proposal – Attachment C	25
<i>Hudson Initiative</i>	10
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the LCTCS, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal

The Proposer with the lowest total cost as indicated in Attachment C shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for Proposer being evaluated
 LPC = Lowest proposed total cost of all Proposers
 PC = Total cost of Proposer being evaluated

3.2 Technical Proposal

3.2.1 Mandatory Requirements

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- **Company Background and Experience**, this is being evaluated as part of minimum requirements using Attachment A.

- **Service and Support Requirements**, this is being evaluated as part of minimum requirements outlined in Section 1.5 using Attachment A.
- **Network Connectivity**, meeting expectations set in Section 2.6.2
- **Location**, meeting expectations set in Section 2.6.2

All Proposals must document that the Proposer meets the minimum requirements of this RFP by completing **Attachment A**.

3.2.2 Enhancements

The deliverables listed in this section are enhancements that Proposers may wish to offer in addition to the mandatory requirements. See **Attachment B** for information that is more detailed. Each Proposer must be prepared to explain and demonstrate, if appropriate, **Attachment B** responses during the Proposer's oral discussion/presentation.

3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Proposer will deliver all mandatory requirements in **Attachment A** and any applicable services in **Attachment B**.

4.2 Performance Measurement/Evaluation/Monitoring Plan

The LCTCS Project Manager will be the primary point of contact between the Contractor and the LCTCS institutions. All communications to the institutions will be coordinated through the LCTCS Project Manager. The LCTCS Project Manager will monitor the services and Contractor on a day-to-day basis.

The LCTCS Project Manager will monitor the implementation timeline as proposed by the Contractor in their proposal. The Contractor shall submit weekly reports to the LCTCS Project Manager as to all implementation activities and once operational, operational functions performance and usage. If there are problems noted in the reports the LCTCS Project Manager will work with the Contractor to either resolve the issue or increase the level of priority for the problem areas.

During year one of the project, the LCTCS Project Manager will meet bi-weekly with the Contractor to review the performance of verification services and to resolve any outstanding issues. Maintenance and uptime will also be a focus of review. In subsequent years, the LCTCS Project Manager will meet a minimum of bi-annually with the Contractor. Additional meetings may be requested by either party as needed.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

ATTACHMENT A – DOCUMENTATION OF MINIMUM REQUIREMENTS

Proposers must provide a description indicating how the Proposer meets the minimum requirements for this RFP. Failure to meet **all** of these requirements, will result in disqualification.

If additional space is needed to describe the manner in which the Proposer meets the minimum requirements, attach additional sheets. Additional sheets should be clearly labeled (e.g., "Description of Minimum Requirement #1")

1. Proposer must provide an electronic degree advising solution to evaluate coursework against degree requirements. (3 points) 0 1 2 3

Describe:

2. Proposer's solution must provide a cyber-secure environment for personal data as well as comply with FERPA regulations. (2 points) 0 1 2

Describe:

3. Proposer's solution must already have a real-time integration with Banner. Proposer's integration must be in successful production use at another college/university and must provide references. (2 points) 0 1 2

Describe:

4. Proposer must provide evidence of experience working with a multi-college system of higher education institutions operating on a single student and finance information system. (2 point) 0 1 2

Describe:

5. Proposer must provide the following implementation and on-going maintenance items (1 point each for a total of 4 points for this section):
 - a. training necessary for a successful implementation; 0 1
 - b. support with setup and testing during and after implementation; 0 1
 - c. notice (when possible) and information on all scheduled and unscheduled software maintenance and upgrades; 0 1

d. backup copies of all data and records.

0 1

Describe:

6. Proposer's electronic solution must at a minimum provide the following (3 points each for a total of 9 points for the section):

a. Degree auditing and tracking to assist students, faculty, and staff monitor progress toward timely degree completion;

0 1 2 3

b. Student planning tools involving degree maps of students' academic journey to keep them on track for on-time graduation;

0 1 2 3

c. Administrative and advisor tools involving customer management capabilities to enable real-time counseling between advisor and student;

0 1 2 3

Describe:

7. Proposer must support mobile technology including but not limited to mobile app for critical elements of enrollment management. (2 point)

0 1 2

Describe:

ATTACHMENT B – ENHANCEMENTS

In addition to the mandatory requirements set forth within this RFP, Proposers may strengthen their chances of success by checking all of the following enhancements that apply to their Proposal:

1. Degree auditing and tracking to assist students, faculty, and staff monitor progress toward timely degree completion including:
 - a. A visual indicator showing overall programmatic course requirements due, already met with grade, in progress, and not taken, and not used towards degree; (2 points) 0 1 2
 - b. An easily maneuverable outstanding degree requirements automatically displayed for courses not yet completed with scheduling recommendations for next term; (2 points) 0 1 2
 - c. A degree progression status indicator showing where the student is on his/her academic journey for each level of education as well as the ability to display other programs outside of the major that can be completed using the courses already taken helping students understand how courses in the major affect degree time lines; (2 points) 0 1 2
 - d. Ability to see courses transferred from previous institutions articulated and listed in the degree audit as well as considered in student plan; (2 points) 0 1 2
 - e. A set of degree audit worksheets, including the core academic, scholarship, financial aid, honors, student organization, and athletic eligibility audits; (2 points) 0 1 2
2. Student planning tools involving degree maps of students' academic journey to keep them on track for on-time graduation including:
 - a. A set of model degree plans that can be assigned to individual students or a group by the faculty/staff as well as selected by the student; (2 point) 0 1 2
 - b. A program sequence of courses to be taken that is mapped to future academic schedules, including grade point average, financial aid, and student academic progress status; (3 points) 0 1 2
 - c. A clear on- and off-track indicator system that alerts students and advisors when a student selects a course outside of the plan and provides recommendations for selecting courses within the plan based on student preference settings for day/time of course, credit hours desired, part/full-time status; (2 points) 0 1 2
 - d. A capability for students to register for classes for which they meet pre-requisites directly from the planning tool and/or the advising tool, as well as creating scheduling scenarios for registration, as well as incorporate a student calendar with important academic dates, and class schedule and; (2 point) 0 1 2

- e. A capability of automatically generating a student's application for graduation accompanied by the degree audit and option for the student to submit or not within a directed timeframe; (1 point) 0 1
 - f. Ability to see career opportunities information such as employment demand, wage data, job openings based on the program of study of the student, related to the courses taken, and credentials earned. (1 point) 0 1
3. Administrative and advisor tools involving customer management capabilities to enable real-time counseling between advisor and student to include:
- a. Ability to see alongside student record any scanned hard copies of items turned in to the various college offices; (2 points) 0 1 2
 - b. Ability to alert advisors in the beginning of the semester which advisees should be eligible to graduate at the end of the semester; (1 point) 0 1
 - c. An email/messaging system that allows communication with students from the advisor or automated formats including text, social media, surveys. Include an internal chat feature for faculty and staff; (2 points) 0 1 2
 - d. A place for advisor notes to help advising staff clearly articulate their guidance to students, documenting interaction, and allowing students to see notes; (2 points) 0 1 2
 - e. Ability for real-time visibility and advanced reporting to help answer important questions to support student success, enrollment management, and institutional planning; (2 points) 0 1 2
 - f. Ability to query an accessible data store of advice, audits, and plans to help answer questions related to breakdown of credits remaining to graduate, information for students that are planning to take specific courses, students in critical points in their plan, name and count of students near graduation, stop-off points, grade distribution; (2 points) 0 1 2
 - g. Web-based processing that streamlines internal processes and helps students and advisors understand a student's current status faster such as course exceptions, prior learning assessments, course waivers, hold management, course substitutions, test outs, and all to be shown on the degree audit and degree plan; (1 point) 0 1
 - h. Ability to identify program completers, near completers, and students who should change majors with personalized information and other information in the student record including percentage completed towards degree, subjects and classes needed to complete degree, Email tracking, analytics report on activities taken by prospects after contact; (1 point) 0 1

- | | |
|---|-------|
| <ul style="list-style-type: none"> i. Production of reports and predictive analytics for the purposes of streamlining course, scheduling, and facilities planning, increasing graduation rates using non-traditional credit and reverse transfer, increasing student retention via degree progress report notification, facilitating student body degree completion progress reports, facilitating communications with active, inactive and prospective students; (2 points) | 0 1 2 |
| <ul style="list-style-type: none"> j. Provide an early alert for staff and faculty. Early alert should allow faculty and advisors to alert each other and the system should send automated alerts to faculty and staff based on student's performance such as midterm grades and withdrawing from courses. (1 point) | 0 1 |

NOTE: Each Proposer must be prepared to explain and demonstrate, if appropriate, Attachment B responses during the Proposer's oral discussion/presentation.

ATTACHMENT C – COST PROPOSAL

I. Overview

Each Proposer shall submit a financial proposal for electronic degree auditing and advising. Proposers are encouraged to rely upon student data for the 2015-2016 academic year. The Grand Total from the table below will be used in the formula. The total number of possible points for this section is 25. The points will be awarded using the following formula:

Formula: $BCS = (LPC/PC) \times 25$

Where: BCS = Computed cost score (points) for Proposer being evaluated
 LPC = Lowest Proposed Cost of all Proposers for chosen solution
 PC = Total cost of Proposer being evaluated for chosen solution

II. Proposal Costs

Taking all possible costs into consideration, please indicate the Proposal Total by completing the chart below:

Total Proposal Cost						
Description of Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Implementation/Testing Costs						
Initial/Implementation Training Costs						
Modification Costs						
Documentation Costs						
Other (please explain)						
Other (please explain)						
Other (please explain)						
Total One-time startup costs						
Total Flat-Rate Cost (N/A if not proposing)						
Estimated Total for Transactional Cost (N/A if not proposing)						
Annual Support Costs						
Annual Software Subscription						
Ongoing Training Costs						
Other (please explain)						
Other (please explain)						
Other (please explain)						
Total Annual Support Costs						
Other (please explain)						
Other (please explain)						
Other (please explain)						
Total Enhancement Costs						
Grand Total						

Required Attachment: Additional description of other costs.

ATTACHMENT D – CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid until an award is made or in accordance with Section 1.20.
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT E – SAMPLE CONTRACT

STATE OF LOUISIANA
PARISH OF _____

File No. _____
Solicitation No. _____

Electronic Degree Auditing and Advising System

On this ____ day of _____, 20__, the Louisiana Community and Technical College System, hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[Provide the concise description of the data processing consulting services to be acquired]

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the

Contractor.

2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate **(spell-out) (n)** months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

2.3 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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users 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, 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. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users 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 furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State 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 or its Authorized Users 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) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User'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 Authorized User'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 rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order 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.

The State and Authorized User 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.

2.4 STAFF INSURANCE

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 by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.5 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.6 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

2.7 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is.

2.8 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

A. *Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B. Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan, which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director.

Within the applicable period, the State Project Director will direct the appropriate review process; coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items, which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

F. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$____. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____ (*Name of Designee*).

(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative

only)

Example A. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Example B. *Payment by Percentage of Completion*

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training

of State personnel 30%

Final Plan accepted by the State 20%

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of

the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

10.0 NONASSIGNABILITY

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16.0 HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

CONTRACTOR'S SIGNATURE

DATE

STATE'S SIGNATURE

DATE

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

ATTACHMENT I STATEMENT OF WORK

1.0 INTRODUCTION

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc. related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)

<p>Technical Design/ Technical Architecture Report</p>	<p>Provide <i>Technical Design/Technical Architecture Report</i>. Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)</p>
<p>Demonstration Model or Prototype</p>	<p>Provide <i>Demonstration Model</i>. Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.</p>
<p>Implementation Planning Report</p>	<p>Provide <i>Implementation Planning Report</i>. Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.</p>
<p>Programming/Custom Modifications</p>	<p>Provide <i>Programming/Custom Modifications</i>. Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used</p>
<p>Software Installation</p>	<p>Provide <i>Software Installation</i>. Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.</p>
<p>Systems Test and Acceptance Test Support</p>	<p>Provide <i>Systems Test and Acceptance Test Support</i>. This includes tasks such as functional support on system functionality, script development and data setup, technical</p>

	support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be

	developed by the Contractor and approved by the State Project Director.
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5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]

2.0 SPECIAL REQUIREMENTS

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]

3.0 STANDARDS AND GUIDELINES

[List here references to applicable standards and/or guidelines or indicate "NONE".]

[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should takes steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

**ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

...
...
...
...

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

ATTACHMENT IV STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is the LCTCS Executive Director, Education and Research, who is the principal point of contract for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

expenses.

4.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR'S NAME
CONTRACTOR SIGNATURE:
By: _____
Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

LA. COMMUNITY AND TECHNICAL
COLLEGE SYSTEM (LCTCS)
LCTCS SIGNATURE:
By: _____
Title: _____

Phone No.: _____

ATTACHMENT F

ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. Contractors will receive electronic payment by selecting Electronic Funds Transfer (EFT). If you receive an award and have not already enrolled in EFT, you will be asked to comply with this request by choosing EFT. You may indicate your acceptance below.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at: <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please signify your acceptance of EFT payments below:

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
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EFT	_____	_____
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Printed Name of Individual Authorized

_____ Authorized Signature for EFT payments	_____ Date
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Email address and phone number of authorized individual