

# **REQUEST FOR PROPOSAL**

## **Louisiana Community and Technical College System Financial Aid Verification Outsourcing**



**RFP #: 40016-20170522**

**PROPOSAL DUE DATE/TIME: JULY 10, 2017 – 2:00 P.M. CT**

**State of Louisiana  
LCTCS**

**May 22, 2017**

**AMENDED JUNE 26, 2017  
PAGES 26 AND 33**

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# **REQUEST FOR PROPOSAL FOR FINANCIAL AID VERIFICATION OUTSOURCING**

## **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Background**

As institutions eligible to participate in federal financial aid programs, colleges within the Louisiana Community and Technical College System (LCTCS) are responsible for fulfilling the voluminous requirements of Title IV of the Higher Education Act (Title IV). Congress enacted Title IV and authorized the U.S. Department of Education (DOE) to create and enforce regulations to implement it. As a result, Title 34 Volume 3 Chapter IV of the Code of Federal Regulations currently contains hundreds of Parts, Subparts, and Sections that set forth the specific requirements that institutions must fulfill to comply with Title IV (34 C.R.F. §§600-699). These requirements range from the broadest levels of admissions criteria to requirements as narrow as hosting an annual Constitution Day program on campus.

Of course, the regulations also cover everything in between: how the funds for Title IV aid should be requested from the government, how Title IV aid should be calculated and disbursed to students, how Title IV aid should be returned to the government in the event a student withdraws, etc. Although worth it, participating in Title IV programs is no easy task. Not only are the requirements numerous, but also some Title IV requirements, such as verification, are extremely time-consuming for financial aid personnel. Verification involves hours of document collection, evaluation, and reporting.

Budget constraints in recent years have yielded leaner staffing and longer financial aid processing times. Over half of LCTCS students receive federal financial aid to cover their educational expenses. During peak times, anxiety builds within this significant mass of students, resulting in increased student visits to financial aid offices to inquire about the status of unprocessed financial aid. Increased student office visits results in financial aid offices lagging even further behind with processing, as meeting with students occupies time needed for processing. Unfortunately, this no-win situation arises each term.

To avoid the burden that financial aid verification places on LCTCS financial aid offices and students, LCTCS seeks to outsource financial aid verification.

Outsourcing financial aid verification benefits students because they will have access to their financial aid funds weeks earlier. Moreover, students will not lose access to customer service regarding financial aid verification. All financial aid verification outsourcing operations have systems in place whereby campus-based financial aid professionals have access to information regarding the status of student verifications. Therefore, LCTCS financial aid professionals will remain able to provide customer service to students selected for verification in addition to any customer service that may be provided by the verification outsourcing operation.

Outsourcing financial aid verification benefits LCTCS financial aid employees by making their workload more manageable. During peak financial aid verification times, it is not uncommon for financial aid employees to work as many as 2-3 extra hours each day. Unfortunately, these extra hours are still not enough to keep pace with verification, packaging, student counseling, and other tasks associated with the start of each semester, as evidenced by the slower processing times that have led to students selected for verification experiencing delays gaining access to their financial aid funds.

Outsourcing financial aid verification also benefits LCTCS financial aid employees by allowing them to strategically contribute to LCTCS's goal of increasing enrollments. A large part of the budget constraints that are faced by LCTCS and other systems nation-wide is difficulty growing enrollments. Competition for students is extremely high, as students have more options for post-secondary education than they have had in the past. Financial aid professionals can help increase enrollment by providing educational programming, community outreach, and increased counseling opportunities to prospective students prior to enrollment. Outsourcing financial aid would allow LCTCS financial aid employees the extra time needed to engage in those activities critical to growing enrollment.

Therefore, in addition to avoiding the burden associated with financial aid verification, LCTCS also seeks to outsource financial aid verification to take advantage of the benefits that would be afforded to LCTCS staff and students.

### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing fully outsourced financial aid verification services.

### **1.1.2 Goals and Objectives**

LCTCS seeks to enter into a single system contract for financial aid verification with a company that can perform financial aid verification per DOE regulations, providing a more efficient and effective way to serve students and an improved student financial aid experience. A single contract is sought because LCTCS aims to negotiate a lower contract price than each LCTCS college could negotiate on its own behalf.

### **1.2 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about October 23, 2017 and is anticipated to end on or about October 22, 2020. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate LCTCS Board of Supervisors and Louisiana Office of State Procurement approvals.

### **1.3 Definitions**

A. Shall – The term “shall” denotes mandatory requirements.

- B. Must - The term “must” denotes mandatory requirements.
- C. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body; the selected Proposer.
- F. 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.
- G. 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.
- H. DOA - Division of Administration
- I. DOE – U.S. Department of Education
- J. 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.
- K. LCTCS – Louisiana Community and Technical College System Board of Supervisors
- L. OSP – Office of State Procurement
- M. Proposer – A firm or individual who responds to this RFP.
- N. RFP – Request for Proposal
- O. State - The State of Louisiana or also referred to as LCTCS.
- P. Banner – The comprehensive student information system used by LCTCS that contains functional models for courses, students, faculty, student accounts receivable and staff.

## 1.4 Schedule of Events

<b>FINANCIAL AID VERIFICATION RFP TIMELINE</b>	
<b>Action/Event</b>	<b>Date &amp; Time</b>
<i>RFP posted to LaPAC and LCTCS website; RFP Advertisement, Blackout Period begins</i>	May 22, 2017
<i>Mandatory Pre-Proposal Teleconference</i>	June 12, 2017 – 2:00 p.m. CT
<i>Deadline for LCTCS to receive written inquiries</i>	June 19, 2017 – 2:00 p.m. CT
<i>Deadline for LCTCS to answer written inquiries</i>	June 26, 2017 – 2:00 p.m. CT
<i>Proposal Opening Date (Proposal Submission Deadline)</i>	July 10, 2017 – 2:00 p.m. CT
<i>Initial Screening of Proposals by Committee</i>	July 11 -12, 2017
<i>Mandatory Presentations by Selected Qualified Proposers</i>	July 17 – 21, 2017
<i>Evaluation of Proposals by Committee</i>	July 24 – 26, 2017
<i>Notice of Intent to Award Mailed</i>	August 18, 2017
<i>Contract Negotiation</i>	August 21-30, 2017
<i>LCTCS Board of Supervisors Approval</i>	September 13, 2017
<i>OSP/PST Approval (tentative)</i>	October 20, 2017
<i>Contract Initiation (tentative)</i>	October 23, 2017

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

## 1.5 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 at:

Michele M. Nardini ([mnardini@lctcs.edu](mailto:mnardini@lctcs.edu))  
 Coordinator of Finance & Administration Services  
 Louisiana Community and Technical College System  
 265 S. Foster Dr.  
 Baton Rouge, LA 70806

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 on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposals should clearly identify the name, solicitation number, bid opening due date and time in the proposal. 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.

The proposal package must be delivered at the Proposer's expense to:

Michele M. Nardini  
Coordinator of Finance & Administration Services  
Louisiana Community and Technical College System  
265 S. Foster Dr.  
Baton Rouge, LA 70806

For courier delivery, the street address is 265 S. Foster Dr., Baton Rouge, LA 70806 and the telephone number is (225) 922-2800.

### **1.5.1 Mandatory Qualifications for Proposer**

Proposers must meet the following qualifications to advance beyond the preliminary screening of proposals:

1. Proposer must show evidence of having experience performing outsourced financial aid verification per federal regulations for five (5) or more Title IV participating institutions.
2. Proposer and any subcontractors used by Proposer must be located within the United States and owned and operated by U.S. citizens, U.S. nationals, or U.S. lawful permanent residents.
3. Proposer must be recognized as a Third Party Servicer in good standing by the Federal Student Aid Third Party Servicer Oversight Group of DOE.

### **1.6 Proposal Response Format**

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

#### **A. Cover Letter:**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The cover letter should exhibit The Proposer's understanding and approach to the project. 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 LCTCS.



B. **Table of Contents:**

The proposal should be organized in the order contained below.

C. **Documentation of Minimum Requirements:**

All Proposals must document that the Proposer meets the minimum requirements of this RFP by completing the Mandatory Deliverable's section of **Attachment A**.

D. **Company Background and Experience:**

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, and number of years in business, and copies of its latest financial statement, preferably audited.

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.

Proposers should clearly describe their ability to meet or exceed the minimum requirements of this RFP.

E. **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 experience using BANNER or other commercial student information system, processing federal financial aid, 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.

F. **Approach and Methodology:**

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 A** and **Attachment B** as well as a narrative

describing the Proposer's approach to Project Management and Quality Assurance **and**

1. proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, implementation and other timetables, and staffing;

G. **Security and Data Sharing:**

1. 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:

- a. provide security levels for authenticating students who access any necessary software utilized by the company to complete the verification or comment code resolution process;
  - b. secure all data with a combination of encryption (e.g. SFTP servers, application layer, etc.) and data management;
  - c. have multiple options to interface with LCTCS technology including relatively simple Secure FTP servers or more integrated web service technologies;
  - d. make information and images available to LCTCS as mutually agreed;
  - e. provide written documentation of any necessary setup;
  - f. have an established mechanism for testing any necessary data transfers.
2. Proposer shall provide proof that it meets industry FERPA security and accessibility guidelines and standards and is Federal Information Security Modernization Act (FISMA) compliant.
  3. Proposer must certify that, if successful, Proposer will:
    - a. work with LCTCS IT personnel to interface Proposer software (if applicable), with the single instance of BANNER utilized by LCTCS Colleges to ensure the secure exchange of verification data and document images;
    - b. provide support with setup and testing during and after implementation;
    - c. provide notice (when possible) and information on all scheduled and unscheduled software maintenance and upgrades (if applicable); and
    - d. backup all data and records related to verification processing managed outside of the LCTCS BANNER system.

H. **Price Quote:**

The Proposer shall provide the total cost in **Attachment C** (inclusive of all project expenses) for providing all services described in the RFP.

I. **Existing Contracts:** Proposers with existing financial aid verification contracts with any LCTCS college, should attach copies of those contracts and an itemized listing of charges and payments received to their proposal.

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

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the state. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are 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>

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

If a proposer is certified as a Hudson **and** a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in its 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.

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

## Proposer Status and Reserved Points

Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.

Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.

Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurships to be utilized
- the experience and qualifications of the certified LaVet and small entrepreneurship(s)
- the anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s)

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 participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative; and the statutes (R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=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.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com> Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.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

## **K. Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including. Proposer contact name and phone number,

and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. 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 the Sample Contract, Attachment II 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 will not be substantially altered

L. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in **Attachment D.**

M. **Outsourcing of Key Internal Controls:**

This section shall not apply to this RFP.

### **1.6.1 Number of Copies of Proposals**

Each Proposer shall submit one (1) signed original response that contains original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. 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 1.7), 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.

### **1.6.2 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 also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

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

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in

order to carry out this contract, or which become 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. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph 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 the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the LCTCS.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

## **1.8 Proposal Clarifications Prior to Submittal**

### **1.8.1 Mandatory Pre-Proposal Teleconference**

A mandatory pre-proposal conference will be held by conference call on the date and time listed in the Schedule of Events. 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 intending to submit a proposal must have at least one duly authorized representative participate in the pre-proposal conference. The telephone number for the Pre-Proposal Teleconference is 1-877-336-1829, Access Code 3034630.

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

<https://www.cfrd.louisiana.gov/osp/lapac/pubMain.cfm> and <https://www.lctcs.edu/rfp>.

### **1.8.2 Mandatory Web-based Presentations**

Each Proposer will be required to present to the RFP Committee on its verification services via web-based format. All presentations should include demonstrations of any product or software utilized by the Proposer in providing financial aid verification services and address Proposer's

**Attachment A, Attachment B, and Attachment C** responses. 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.

### 1.8.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted via e-mail to the RFP Coordinator as listed below.

Michele M. Nardini  
Coordinator of Finance & Administration Services  
Louisiana Community and Technical College System  
email [mnardini@lctcs.edu](mailto:mnardini@lctcs.edu)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 2:00 p.m. CT on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

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

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

**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/iri/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_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>

### 1.8.4 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "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 State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

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
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,

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

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.10 Changes, Addenda, Withdrawals**

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.cfprd.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.

### **1.11 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP

### **1.12 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.



### **1.13 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### **1.14 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### **1.15 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by Proposers 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 this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **1.16 Taxes**

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

### **1.17 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.18 Use of Subcontractors**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

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. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

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

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

### **1.20 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **1.21 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

#### **1.21.1 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected 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 State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial evaluation (see Part III, Evaluation).

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

### **1.22 Contract Award and Execution**

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

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in **Attachment E**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 business days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer and proceed to negotiate terms for final a contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract shall subject to the approval of the Division of Administration, Office of State Procurement.

### **1.24 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.25 Insurance Requirements**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of

Louisiana for approval prior to commencement of work The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

## **1.26 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.

## **1.27 Payment**

Each LCTCS College must be billed directly for their share of verifications processed. Otherwise, payment terms shall be negotiated with the successful Proposer.

### **1.27.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment will be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment F for additional information regarding electronic payment methods and registration.

## **1.28 Termination**

### **1.28.1 Termination of the Contract 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) calendar 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) calendar 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. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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 agency's failure and a reasonable opportunity for the State to cure the defect.

### **1.28.2 Termination of the Contract for Convenience**

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

### **1.28.3 Termination for Non-Appropriation of Funds**

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature 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 of 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 have not been appropriated.

### **1.29 Assignment**

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 to a 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.

### **1.30 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.

### **1.31 Civil Rights Compliance**

The Contractor shall agree 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 Opportunity Act of 1972, Federal Executive Order 11246, 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 Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree 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.

### **1.32 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 State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

### **1.33 Entire Agreement/ Order of Precedence**

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically

incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **1.34 Contract Changes**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **1.35 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior 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 shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

### **1.36 Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **1.37 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

### **1.38 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

### **1.39 Corporate Requirements**

If the contractor 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.

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.



## **1.40 Outsourcing Key Internal Controls**

*This section shall not apply to this RFP.*

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Overview/Scope of Services**

LCTCS seeks to hire a commercial vendor to perform financial aid verification in accordance with DOE regulations (34 C.F.R. §§668.51 - 668.61). LCTCS desires a single contract covering its member colleges, starting with a pilot consisting of approximately one-quarter of the LCTCS colleges with the potential of eventually including all thirteen of the LCTCS colleges (<https://www.lctcs.edu/our-colleges/>).

Services from the Contractor will include, but not be limited to, verification processing, implementation services, and customer support.

### **2.2 Tasks and Services**

Contractor shall perform financial aid verification in accordance with DOE regulations described in 34 CFR 668 Subpart E (<http://www.ecfr.gov/cgi-bin/text-idx?SID=a5eb4e30cfd57a92706a8e1859b8fd4&mc=true&node=sp34.3.668.e&rqn=div6>).

It is Contractor's responsibility to remain up-to-date on all regulatory changes and remain in compliance with all DOE regulations.

### **2.3 Deliverables**

Proposer must follow the format listed in Section 1.6 describing how deliverables will be supplied. In addition to the qualifications set forth in Section 1.5.1, this RFP contains three (3) categories of deliverables: mandatory, desired, and enhancements. The expected outcome of all deliverables, mandatory, desired, and enhancements, is a cost-effective system for financial aid verification that removes the burden of processing from LCTCS colleges and provides a more efficient and effective service to LCTCS students, improving student financial aid experience.

Attachment A must be completed to certify whether or not Proposer is presently equipped to deliver and will deliver, if successful, the mandatory deliverables and desired deliverables of this RFP.

Attachment B must be completed to certify whether or not Proposer is presently equipped to deliver and will deliver, if successful, any or all of the enhancements of this RFP.

#### **2.3.1 Mandatory Deliverables/Minimum Requirements**

At minimum, the successful Proposer (Contractor) must:

1. Perform financial aid verification per federal regulations.
2. Perform compliance reviews of each student's verification documentation.
3. Provide, free-of-charge, any training necessary for successful implementation and ongoing operation.
4. Provide customer service free of charge to LCTCS (system & college-level personnel).

### 2.3.2 Desired Deliverables

It is desired that the successful Proposer should also:

1. Provide student e-mail communication service, which includes guiding students through the verification process and providing students with detailed comments explaining why verification is incomplete.
2. Provide information to the appropriate LCTCS college on completed files. Preferably, this information should be updated daily, Monday - Friday.
3. Provide detailed comments to the appropriate LCTCS college to explain why verification is incomplete.
4. Collect documents necessary to complete verification by electronic only OR electronic and non-electronic means.
5. Comply with the following timelines—
  - a. Submitted documents will be processed within 3-5 business days of receipt.
  - b. Verification will be completed within 3-5 **business** days of the receipt of all necessary information and documentation.

### 2.3.3 Enhancements

The deliverables listed in this section are enhancements that Proposers may wish to offer in addition to the mandatory and desired requirements. Enhancements account for the majority of the points allotted in this RFP. Proposers may strengthen their Proposal by indicating a willingness to offer as many Enhancements as possible while completing **Attachment B**. Although the Enhancements contained in **Attachment B** are not mandatory, completing **Attachment B** is mandatory. See **Attachment B** for more detailed information.

1. Other Services
2. Software/Level of BANNER Interface
3. Communications
4. Data Reports
5. Security & Data Sharing
6. Document Collection & Processing
7. Student Customer Service
8. Staff Experience
9. Implementation & Ongoing Maintenance

### 2.4 Scope of Work Elements

Contractor must possess the functional and technical competency to satisfy the scope of work. The scope of work that must be specifically satisfied is the ability to perform outsourced financial aid verification per DOE regulations (34 C.F.R. §§668.51 - 668.61) while meeting all other requirements set forth in **Attachment A**.

### **2.4.1 Functional Requirements**

Contractor must have adequate staff, capital, infrastructure, knowledge and specialized tools necessary to support the financial aid verification 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.

### **2.4.2 Technical Requirements**

#### **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 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.

#### **Location**

Verification processing may take place outside of the state of Louisiana. Additionally, 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.

### **2.4.3 Project Requirements**

Each Proposer must carefully follow the Proposal Response Format set for in Section 1.6 to demonstrate that all project requirements are met.

## **PART III: EVALUATION**

Proposals that pass preliminary screening 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:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. <b>Attachment A</b> – Documentation of Deliverables	<b>25</b>
2. <b>Attachment B</b> – Enhancements	<b>40</b>
3. <b>Attachment C</b> – Price Quote	<b>25</b>
4. Hudson Initiative	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

### **3.1 Cost Evaluation**

The Proposer with the lowest total cost for the thirteen (13) LCTCS colleges shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$PQS = (LCVP / PCVP) \times 25$$

Where: PQS = Price Quote Score (points) for Proposer being evaluated  
LCVP = Lowest Completed Verification Price (proposed or computed)  
PCVP = Proposer's Completed Verification Price (proposed or computed)

More detailed information is provided below in Attachment C.

### **3.2 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 shall be 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)

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The Proposer will deliver all mandatory deliverables and any applicable services in the Desired Deliverables section of **Attachment A** and **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, all 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 DELIVERABLES

*Proposers must respond to each item. If additional space is needed to describe or explain, attach additional sheets. Additional sheets should be clearly labeled (e.g., “Description of Attachment A #1”)*

### **Mandatory Deliverables**

*Note: not supplying these deliverables will result in automatic disqualification for failure to meet minimum requirements.*

1. (0 points) Proposer will perform financial aid verification per federal regulations.

\_\_\_\_\_Yes      \_\_\_\_\_No

2. (3 Possible Points) Proposer will perform compliance reviews of each student’s verification documentation.

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**

3. (3 Possible Points) Proposer will provide, free-of-charge, any training necessary for successful implementation and ongoing operation.

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**

4. (3 Points Possible) Proposer will provide customer service free of charge to LCTCS (system & college-level personnel).

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**

### **Desired Deliverables**

*Note: not supplying these deliverables will **not** result in automatic disqualification.*

5. (3 Possible Points) Proposer provides student e-mail communication service, which includes guiding students through the verification process and providing students with detailed comments explaining why verification is incomplete.

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**

6. (3 Possible Points) Proposer will provide information to the appropriate LCTCS college on completed files. Preferably, this information should be updated daily, Monday - Friday.

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**

7. (3 Possible Points) Proposer will provide detailed comments to the appropriate LCTCS college to explain why verification is incomplete.

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**



8. (3 Possible Points) Proposer collects documents necessary to complete verification by electronic only OR electronic and non-electronic means.

\_\_\_\_\_Yes      \_\_\_\_\_No

**If yes, describe:**

**If no, explain:**

9. (4 Possible Points) Proposer will comply with the following timelines:

- a. (2 points) Submitted documents will be processed within 3-5 business days of receipt.

\_\_\_\_\_Yes      \_\_\_\_\_No      \_\_\_\_\_N/A

If no, how long will it take for submitted documents to be processed?

- b. (2 points) Verification will be completed within 3-5 **business** days of the receipt of all necessary information and documentation.

\_\_\_\_\_Yes      \_\_\_\_\_No      \_\_\_\_\_N/A

If no, how long will it take for verification to be completed?

## ATTACHMENT B – ENHANCEMENTS

Enhancements account for the most points allotted in this RFP (40 points). Proposers may strengthen their Proposal by indicating a willingness to offer as many Enhancements as possible while completing this attachment. Although the Enhancements contained in this attachment are not mandatory, completing this attachment is mandatory.

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

### Non-Verification Services – 5 Possible Points

1. \_\_\_\_ (1 point) Company is capable of providing assistance with resolution of select C-Codes per the DOE SAR Comment Codes and Text technical reference guide (<https://ifap.ed.gov/ifap/byAwardYear.jsp?type=sarcommcodetxt>), including mailing the G845 to USCIS when necessary and performs compliance reviews of each student document submitted for the resolution of C-Codes.
2. \_\_\_\_ (1 point) Company will provide discounted rates to LCTCS colleges seeking contracts for other, non-verification financial aid outsourcing services offered by the company.
3. Company offers consulting, and  
*Select only one a-d*
  - a. \_\_\_\_ (3 points) Company will provide consulting services related to financial aid verification free of charge.
  - b. \_\_\_\_ (2 points) Company will provide consulting services related to financial aid verification at a discounted price.
  - c. \_\_\_\_ (1 point) Company will provide consulting services related to financial aid verification at full-market price.
  - d. \_\_\_\_ (0 points) Company will not provide consulting services related to financial aid verification.

### Software/Level of BANNER Interface – 5 Possible Points

*Select only one 1-3*

1. \_\_\_\_ (5 points) Company utilizes LCTCS Colleges' existing system, BANNER, to process verification.
  - a. Students are able to sign-in to LCTCS's LoLA system to complete verification requirements.
2. \_\_\_\_ (3 points) Company utilizes software that is built specifically to automate the verification process and subsequent file review.
  - a. Students are able to sign-in to the company's system using their LCTCS LoLA credentials. (i.e. Company's software utilizes "single sign-on" for students, allowing students to log-in through the LoLA system)
  - b. Company's software communicates data into BANNER, eliminating the need for LCTCS financial aid end-users to perform data entry regarding verification into BANNER or to log-in to the Company's software to check statuses. Log-

in to a separate system may be necessary for scheduling or drafting custom communications, utilizing specialized report functionality, working exception reports, or other similar tasks. Company should provide a detailed list of tasks that will require LCTCS financial aid end-users to access the Company's separate portal/software.

3. \_\_\_\_ (1 point) Company utilizes software that is built specifically to automate the verification process and subsequent file review.
  - a. Students must sign-in to the company's system using Company-issued credentials.
  - b. Company's software communicates data into BANNER, eliminating the need for LCTCS financial aid end-users perform data entry regarding verification into BANNER or to log-in to the Company's software to check statuses. Log-in to a separate system may be necessary for scheduling or drafting custom communications, utilizing specialized report functionality, working exception reports, or other similar tasks. Company should provide a detailed list of tasks that will require LCTCS financial aid end-users to access the Company's separate portal/software.

#### Communications – 5 Possible Points

1. Communication Content
  - a. \_\_\_\_ (2 points) Company allows each LCTCS college to pre-set and schedule branded communications that the Company will send on each college's behalf.
  - b. \_\_\_\_ (1 point) Company will send generic communications on each LCTCS college's behalf and on a schedule set by each college.
  - c. \_\_\_\_ (0 points) Company provides no communication assistance.
2. Method of Communication
  - a. \_\_\_\_ (2 points) Company has the ability to communicate with students by text message.
  - b. \_\_\_\_ (1 point) Company has the ability to communicate with students by telephone call.

#### Data Reports – 5 Possible Points

1. \_\_\_\_ (2 points) Company provides LCTCS (system & college-level) personnel with the ability to pull data reports via external system
2. \_\_\_\_ (3 points) Company generates and securely delivers to LCTCS (system & college-level) personnel electronic data reports on weekly, monthly, quarterly, and annual intervals.

#### Document Collection & Processing – 5 Possible Points

1. \_\_\_\_ (1 point) Company utilizes "paperless" online forms.
2. \_\_\_\_ (1 point) Company gives LCTCS colleges the ability to submit documents on a student's behalf.
3. \_\_\_\_ (1 point) Company offers a solution that enables students to complete Identity/Statement of Educational Purpose verification without utilizing a notary.

4. \_\_\_\_ (1 point) Company gives LCTCS colleges the ability to process an individual student's verification on an as needed basis free-of-charge.
5. \_\_\_\_ (1 point) Company provides a mobile-friendly method of document submission.

Student Customer Service – 7 Possible Points

1. Customer Service Audience
  - a. \_\_\_\_ (1 point) Company provides help desk-style customer service support to students.
  - b. \_\_\_\_ (0 points) Company does not provide help desk-style customer service support to students.
2. Customer Service Format
  - a. Company provides help desk-style customer service support to Students by:
    - i. \_\_\_\_ (2 points) Telephone
    - ii. \_\_\_\_ (1 point) Web chat
    - iii. \_\_\_\_ (1 point) E-mail
3. Customer Service Cost
  - a. \_\_\_\_ (2 points) Company provides help desk-style customer service to students free of charge.

Staff Experience – 1 Possible Point

1. \_\_\_\_ (1 point) Company has staff with experience working with a college or university system operating a single, shared instance of BANNER (i.e. more than 1 college or university sharing a single BANNER account).

Implementation & Ongoing Maintenance – 6 Possible Points

1. Training
  - a. Format
    - i. \_\_\_\_ (1 point) Company will provide in-person training.
    - ii. \_\_\_\_ (1 point) Company will provide online training.
  - b. Content
    - i. \_\_\_\_ (2 points) Company will provide training manuals and similar web-based resources as part of the training provided.
  - c. Location
    - i. \_\_\_\_ (2 points) Company will provide training at locations (web and geographic) to be determined by LCTCS (system & college-level) personnel.

**Reminder: In accordance with Section 1.7.2 each Proposer must be prepared to explain and demonstrate, if appropriate, Attachment B responses during the Proposer's mandatory web-based presentation.**

## ATTACHMENT C – PRICE QUOTE

### I. Overview

LCTCS desires a single contract that will begin with a pilot consisting of approximately one-quarter of the LCTCS colleges and has the potential of eventually including all thirteen of the LCTCS colleges. As mentioned in Section 1.12, a single contract is sought because LCTCS aims to negotiate a lower contract price than each LCTCS college could negotiate on its own behalf.

Each Proposer shall submit a per verification price quote for fully outsourced verification processing. This per verification price shall be based on **either** the number of students selected for verification **or** the number of students completing verification, at the discretion of the Proposer.

The per verification price, should include the total contract cost. LCTCS will not pay additional fees. Proposers that require enrollment and verification data to prepare price quotes, must rely on the Price Quote Informational Chart.

<b>Price Quote Informational Chart</b>			
<b>College</b> <i>*Participating in Pilot as of May 2017</i>	<b>Fall 15 - Spring 16 Enrollment</b>	<b>Fall 15 - Spring 16 Selected for Verification</b>	<b>Fall 15 - Spring 16 Completed Verifications</b>
*Louisiana Delta Community College	4799	3337	1198
*SOWELA Technical Community College	4595	2231	993
*South Central Louisiana Technical College	3594	1169	395
*Nunez Community College	3357	1672	826
*Fletcher Technical Community College	2992	1513	599
<b>Pilot Total</b>	<b>19337</b>	<b>9922</b>	<b>4011</b>
Delgado Community College	21222	13982	7132
Baton Rouge Community College	11575	8202	3007
Bossier Parish Community College	9079	6105	3556
South Louisiana Community College	8487	4819	2210
Northwest Louisiana Technical College	4754	2071	840
Northshore Louisiana Technical College	4449	1535	699
Central Louisiana Technical Community College	3026	1345	478
River Parishes Community College	2447	1139	354
<b>LCTCS Total</b>	<b>84376</b>	<b>49120</b>	<b>22287</b>

### II. Scoring

The total number of possible points for this section is 25. The points will be awarded as follows:

1. Using Proposer's price quote and the Price Quote Informational Chart, LCTCS will calculate an estimated total cost for one year.

Example: For all 13 LCTCS colleges, a per student selected for verification price of \$8 would be multiplied by 49,120 to arrive at an estimated total cost of \$392,960 for one year.

$$\$8 \times 49,120 = \$392,960$$

For all 13 LCTCS colleges, a per completed verification price of \$8 would be multiplied by 22,287 to arrive at an estimated total cost of \$178,296 for one year.

$$\$8 \times 22,287 = \$178,296$$

2. LCTCS will apply the pricing formula  **$PQS = (LETC / PETC) \times 25$**  to Proposer's per verification price for all 13 LCTCS colleges.

Where: PQS = Price Quote Score (points) for Proposer being evaluated  
LETC = Lowest Estimated Total Cost for one year  
PETC = Proposer's Estimated Total Cost for one year

### III. Price Quote Questionnaire

- a. Proposer's price will be charged based on either the number of students selected for verification or the number of students completing verification.

\_\_\_ The number of students selected for verification.

\_\_\_ The number of students completing verification.

- b. Based on the Price Quote Informational Chart, the per verification price for the 5 pilot colleges is:

\$\_\_\_\_\_.

- c. Based on the Price Quote Informational Chart, prior to full LCTCS participation, will the per verification price be discounted as additional colleges join the pilot?

\_\_\_ Yes

\_\_\_ No

If yes, please describe and list specific per verification prices:

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

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

Attach an additional sheet, if necessary.

- d. Based on the Price Quote Informational Chart, will the per verification price be discounted for full LCTCS participation in the contract?

\_\_\_\_\_ Yes, the per verification price for all 13 LCTCS colleges is \$\_\_\_\_\_.

\_\_\_\_\_ No

- e. Based on the Price Quote Informational Chart, please indicate the lowest per verification price that could be offered to each LCTCS college individually.

REMINDER: LCTCS aims to negotiate a lower contract price than each LCTCS college could negotiate on its own behalf.

<b>College</b> <i>*Participating in Pilot as of May 2017</i>	<b>Lowest Price College Could Negotiate on Own Behalf</b>
*Louisiana Delta Community College	
*SOWELA Technical Community College	
*South Central Louisiana Technical College	
*Nunez Community College	
*Fletcher Technical Community College	
Delgado Community College	
Baton Rouge Community College	
Bossier Parish Community College	
South Louisiana Community College	
Northwest Louisiana Technical College	
Northshore Louisiana Technical College	
Central Louisiana Technical Community College	
River Parishes Community College	

- f. Because LCTCS will not pay additional fees outside of the per verification price, please, certify that the per verification prices quoted on this Price Quote Questionnaire are inclusive of all costs associated with Proposers verification services.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposer Signature:	Date:
Printed Name:	

Company Name:

**IV. Enhancement Cost Questionnaire – For informational purposes only.**

Indicate the applicable response below related Proposer's to Enhancement Costs. If Proposer is not proposing the enhancement listed, please indicate N/A.

Verifications Processed by Colleges as Needed

1. Company will not charge for students processed by an LCTCS college.

True     False     N/A

Customer Service Costs

2. Company provides help desk-style customer service to students free of charge.

Yes     No     N/A

3. If no, explain:

Costs for Non-Verification Services

4. Consulting related to financial aid verification.

- a. Company will not charge for consulting related to financial aid verification.

Yes     No     N/A

- b. Company will charge a reduced rate for consulting related to financial aid verification.

Yes     No     N/A

5. Other financial aid services (e.g. loan default management, non-verification consulting, etc.). Please specify in attachments.

- a. Company will not charge for other financial aid services.

Yes     No     N/A

- b. Company will charge a reduced rate for other financial aid services.

Yes     No     N/A



**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 for at least 90 calendar days from the date of proposal's signature below;
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  
CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the State of Louisiana, Louisiana Community and Technical College System, hereinafter sometimes referred to as the "State", and

*CONTRACTOR’S NAME*

*LEGAL ADDRESS INCLUDING ZIP CODE*

NAME OF PRESIDENT OR CEO

TITLE

PHONE NUMBER

E-MAIL ADDRESS, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

**1 SCOPE OF SERVICES**

**1.1 CONCISE DESCRIPTION OF SERVICES**

*[COMPLETE A CONCISE DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH STATEMENT OF WORK]*

**1.2 STATEMENT OF WORK**

{Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

**1.2.1. GOALS AND OBJECTIVES**

*[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]*

**1.2.2. PERFORMANCE MEASURES**

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor’s performance against the criteria in the Statement of Work and are identified as:

*[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]*

**1.2.3. MONITORING PLAN**

*[Name and Title or Position]* will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor’s performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

#### **1.2.4. DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

#### **1.2.5. Veteran-Owned and Service-Connected 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.

#### **1.2.6. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's 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, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

### **2 ADMINISTRATIVE REQUIREMENTS**

#### **2.1 TERM OF CONTRACT**

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

#### **2.2 STATE FURNISHED RESOURCES**

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator 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.

#### **2.3 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 \_\_\_\_\_.

### **3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

#### **3.1 PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ *[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

### **4 TERMINATION**

#### **4.1 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) calendar 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) calendar 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. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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 agency's failure and a reasonable opportunity for the state to cure the defect.

#### **4.2 TERMINATION FOR CONVENIENCE**

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

#### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature 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 of 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 have not been appropriated.

#### **5 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.

## **6 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **7 FUND USE**

Contractor agrees not to use contract proceeds 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 factual 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.

## **8 FISCAL FUNDING**

The continuation of this 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 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.

## **8 ASSIGNMENT**

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 to a 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.

## **9 RIGHT TO AUDIT**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the

contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **11 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become 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. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph 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 the contract, or is rightfully obtained from third parties.

## **12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

If the State approves the use of a subcontractor, this agreement must be amended to reflect the identity of the subcontractor and clearly describe the functions performed on behalf of the Contractor and individual LCTCS colleges by the subcontractor.

## **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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 Opportunity Act of 1972, Federal Executive Order 11246, 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 Act of 1975, 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.

## 14 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.



## **15 GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **16 CODE OF ETHICS**

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

## **17 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

## **18 INDEPENDENT ASSURANCES**

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

## **19 THIRD-PARTY SERVICER**

The Contractor must remain a Third-Party Servicer in good standing with the U.S. Department of Education. The Contractor must comply with all requirements imposed on the Contractor by the U.S. Department of Education, including submission of the Third-Party Servicer Data Form and completion of annual compliance audits.

**20 TITLE IV OF THE HIGHER EDUCATION ACT**

The Contractor shall comply with all applicable statutory, regulatory, and other Title IV requirements, including the requirement that Third-Party Servicers report any suspicion of fraudulent or criminal conduct in relation to a served institution’s Title IV program administration to the U.S. Department of Education’s Office of the Inspector General;

The Contractor shall be jointly and severally liable with any institution participating in this contract for any violation of Title IV requirements resulting from the functions performed by the Contractor.

**21 STUDENT INFORMATION**

The Contractor must comply with all aspects of the Family Education Rights and Privacy Act (FERPA), implement and maintain safeguards to protect customer information, and return all records related to the Contractor’s financial aid verification services to the appropriate LCTCS College if this contract is terminated or the servicer ceases to perform any functions prescribed under the contract.

**22 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**23 ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This contract together with the RFP and contractor’s proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor’s Proposal.

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

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# 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