

**THE INSTITUTIONS OF
LOUISIANA STATE UNIVERSITY**



**REQUEST FOR PROPOSALS
FOR**

**ONLINE PROGRAM MANAGEMENT
SERVICES**

SOLICITATION No. 14126

PROPOSAL DUE DATE / TIME:

Monday, July 11, 2016 at 2:00 P.M., CST

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1. LSU's RFP for Online Program Management Services

1.1 Overview

This Request for Proposal (hereinafter referred to as the "RFP") issued by Louisiana State University Agricultural and Mechanical College, Louisiana State University Alexandria, Louisiana State University Eunice, and Louisiana State University Shreveport (hereinafter referred to as the "University" or "institutions" or "institutions of LSU") is to solicit Proposals as allowed by University Pilot Procurement Code LAC 34:XIII. Chapters 3-25 from bonafide, well qualified Proposers who specialize in online program management services for higher education.

The University offers undergraduate, graduate, and professional online education courses and programs to students from Louisiana, the nation, and other countries. Throughout the RFP, online education (or online learning) is broadly defined as instructional content delivered over the Internet with the majority of instruction offered at a distance.

1.2 Purpose

The intent of this RFP is to reach students beyond the traditional socioeconomic and geographical student populations. The University intends to target nontraditional students who would like to attain a high quality education through online learning methods. The aim is to create a partnership for enhancing and modifying online program management services execution within the institutions of LSU while maintaining and enhancing the stellar reputation of the University.

1.3 Goals

The goal of this RFP is to evidence effectiveness from operational support for current online education at the institutions of LSU. The University aims for growth, expansion, and increased branding presence for its online education offerings, through a successful partnership between the institutions of LSU and an online program management partner who provides the identified needed service(s) per program and institution.

1.4 Background of the Institutions of Louisiana State University

Louisiana State University and Agricultural & Mechanical College (LSU and A&M College or LSU) is the flagship institution of the state of Louisiana and is one of only 30 universities nationwide holding land-grant, sea-grant, and space-grant status. Since 1860, LSU has served the people of Louisiana, the region, the nation, and the world through extensive, multi-purpose programs encompassing instruction, research, and public service. The University brings in more than \$150 million annually in outside research grants and contracts, a significant factor for the Louisiana economy.

The quality of LSU's academics is reflected in the number of nationally ranked programs and nationally recognized scholars at LSU. Since its first commencement in 1869, LSU has awarded nearly 200,000 degrees. That number continues to grow and includes some of the nation's best and brightest graduates. As of the 2014-2015 academic year, LSU granted a total of 6,422 degrees. The number of degree programs offered in Fall of 2015

totaled 72 baccalaureate, 1 post-baccalaureate certificate, 70 master's degrees, 46 doctoral, 1 educational specialist, 3 professional, 1 post-professional certificate, and 16 graduate certificates. Culturally diverse in nature, the University recruits undergraduates and graduates from around the globe. As of Fall 2015, 31,527 students were enrolled and 5,022 instructional faculty and staff were employed at the University.

LSU has produced a significant number of distinguished undergraduates, including numerous Marshall Scholars, Goldwater Scholars, Rhodes Scholars, Truman Scholars and Fulbright Scholars. LSU's students continue to be in high demand upon graduation, receiving great job offers and remaining competitive in securing internships and residencies.

The University is classified by the Carnegie Foundation as a research University with very high research activity. As the premier University of the State, the mission of the University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts for the benefit of the people of the state, the nation, and the global community.

Several different avenues exist at the University for learners to complete online offerings. Students can complete online courses through the Departments and Schools at the University, as well as through Continuing Education, who additionally offer certificate programs to include:

- Post-baccalaureate certificate in accounting,
- Certificate of liberal studies,
- Certificate of business communication, and
- Certificate of human services.

The University partnered with an online program management provider in March of 2013 adding 10 new 100% online programs. These academic, for-credit programs are:

- Master of Arts in education with a specialization in higher education administration,
- Master of Science in human resource education with a concentration in human resource and leadership development,
- Master of Science in human resource education with a concentration in workforce development,
- Graduate certificate in workforce development,
- Master of Science in construction management,
- Post-baccalaureate certificate in construction management,
- Master of Education in educational leadership,
- Master of Science in kinesiology with a specialization in sport management,
- Master of Business Administration, and
- Master of Social Work.

The new online programs have contributed to significant increases in graduate enrollments for the University.

LSU and A&M College is interested in possibly launching the following online programs:

- Master of Science in data analytics,

- Educational Specialist (EdS),
- Doctorate of Education in educational leadership (EdD),
- Master of Arts in education with a specialization in educational technology,
- Master of Library and Information Sciences, and
- Master of Science in petroleum engineering.

The University is in the process of creating a strategic plan to uncover other possible programs to launch.

Louisiana State University Alexandria (LSUA) is an undergraduate institution in central Louisiana that began in 1960 as a 2-year institution, then was authorized by the legislature to add Bachelor programs in 2001. The first Bachelor degrees were awarded in 2003. LSUA currently offers 13 baccalaureate degrees and 6 associate degrees as well as some certifications. LSUA offers the following degrees 100% online:

- Bachelor of Science in business administration,
- Bachelor of Science in criminal justice,
- Bachelor of Science in elder care administration,
- Associate of Arts,
- Associate of Science, and

Completion programs (2+2) for

- Bachelor of Science in medical lab science and
- Bachelor of Science in Nursing.

More programs are anticipated in the near future:

- Bachelor of Science in psychology,
- Bachelor of Arts in English, and
- Bachelor of General Studies with specializations in disaster science and emergency management, humanities, or psychology.

Fall 2015 yielded 3,104 total students enrolled. This current academic year also marked the largest first-time freshman class since selective admissions began in 2007. U.S. News and World Report has recognized LSUA graduates for having one of the lightest debt loads in the country. These facts demonstrate LSUA's mission to provide a broad spectrum of affordable undergraduate degrees in a robust academic environment that challenges students to excel and creates proactive and reciprocal relationships that meet the needs of the diverse student body and community that it serves. In Fall 2015, LSUA employed 179 faculty of which 45% were full-time.

Louisiana State University in Eunice (LSUE) is a two-year, comprehensive, open-access, public University located in Eunice, Louisiana with a population 10,344. It was established in 1967 as an institution of Louisiana State University. The campus is in Acadia Parish, and its primary service area includes the Tri-parish area of Acadia, Evangeline, and St. Landry parishes. LSU Eunice also offers classes at LSUA, which is located in Rapides parish. The populations of the service areas are: Tri-Parish—179,284 and Rapides—132,373. LSUE has an interest in working with an online program management provider to start new programs.

LSUE has 2,500 students in Fall 2015, with approximately 70% of the student body being female and 28% being minority students. The average ACT score is 19.41. The region is mostly rural, sparsely populated, and has a large number of low-income families. There are few large employers, and agriculture is the predominant industry. The students attending LSUE strongly reflect the demographics of the region. The student body includes a large number of first-time, full-time college students, non-traditional students, low-income students, students who must work part- or full-time, and single working parents. Presently, approximately 50% of students attend full-time and 60% of students receive federal or state financial assistance or both.

In fall 2015, LSUE employed 126 faculty of which 54% were full-time. LSUE offers 11 associate degrees, 7 certificate programs, transfer curricula (including 2+2 programs with four-year institutions), and continuing education programs designed to meet the needs and interests of the region. Currently, the University has four online programs:

- Associate of Science in criminal justice,
- Associate of Applied Sciences in fire and emergency services,
- Associate of General Studies, and
- Associate of Arts Louisiana Transfer.

Two important roles of the institution that are crucial to achieving its mission are provision of developmental courses for students unprepared to tackle college level coursework (comprising approximately 63% of students) and design and delivery of high quality transfer and technical programs that are crucial to economic development.

Louisiana State University in Shreveport (LSUS) is the comprehensive University serving the Shreveport-Bossier Metropolitan Area and the Ark-La-Tex Region. LSUS offers a broad and ever-expanding range of programs from the bachelor's degree to the doctoral level. As the second largest campus among the institutions of LSU, LSUS is also proud to represent the LSU name in Northwest Louisiana.

LSUS originated with Act 41 of the 1967 Louisiana Legislature, which authorized the establishment of a two-year commuter college in Shreveport. The University was first accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) in December 1975. Many baccalaureate and master's degrees have since become available in the Colleges of Arts and Sciences and Business, Education, and Human Development. In June of 2014, LSUS received approval from SACSCOC to offer its first doctoral degree.

The mission of LSUS is to serve as a teaching institution focused on the successful education of undergraduate and graduate students through bachelor's, master's, and select doctoral programs. As of the 2014-15, LSUS granted a total of 625 degrees, and, currently, the University offers 23 undergraduate degrees and 12 graduate level degrees. As of Fall of 2015, enrollments exceeded 4,000 and the University employed close to 200 instructional faculty.

Online students' new enrollments constitute a significant portion of new enrollments for the University. Currently, LSUS has established the following 100% online programs: Master of Science in nonprofit administration, Master of Business Administration, Master of

Education curriculum and instruction with specializations in English as a second language, reading and literacy, and general. Possible new online programs include the Master of Education in educational leadership and Doctorate of Education in leadership studies (EdD), as well as two additional specializations to the Master of Business Administration.

At all levels of instruction, LSUS maintains high academic standards and emphasizes personal interaction between students and qualified, experienced faculty. A comprehensive library, including the unique Noel collection, supports learning in three kinds of programs:

- Undergraduate programs provide a solid foundation in business, education, liberal arts, and sciences.
- Graduate programs address the community's need for technically skilled professionals and the individual's desire for advanced liberal education.
- Continuing education and public service programs allow life-long learning and professional development for the region's diverse population.

The University provides opportunities for undergraduate and graduate students, as well as faculty, to conduct research that often helps the community while advancing knowledge in a particular field. The University will continue to enhance research opportunities by promoting cooperative ventures with other educational institutions in the region, especially the LSU Health Sciences Center in Shreveport and the Biomedical Research Institute.

Affiliation with an Online Program Management Provider

Currently, LSU and A&M College, LSUA, and LSUS hold a contract with a partner who provides online program management services. The partner currently provides managing, marketing, enrollment, retention, academic, and partner support. The timeline in which each institution began rolling out programs with the partner's assistance follows: LSU and A&M College in March 2013, LSUS in July 2013, and LSUA in July 2015. LSUE looks forward to developing a new relationship with an online program management provider.

1.5 Scope of Work

Attachment I provides the expected performance level for the scope of work, desired tasks, and deliverables the institutions require of the selected Proposer.

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2. ADMINISTRATIVE INFORMATION

2.1 Definitions

As used in this Request for Proposals, the following definitions shall be applicable:

Term	Definition
Must	The term "must" denotes mandatory requirements.
Shall	The term "shall" denotes mandatory requirements.
Will	The term "will" denotes mandatory requirements.
Should	The term "should" denotes a desirable action.
May	The term "may" denotes an advisory or permissible action.
Contractor	Any organization or entity, public or private, awarded the RFP's expected resulting contract with the University.
University, institutions, or institutions of LSU	Any college, University, school, institution, or program now or hereafter under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.
Discussions	For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.
Outsourced Service	Shall be defined as a technology or software infrastructure, performed function, process, or intellectual asset that is provided to the University by a person or entity not under the University's direct authority for a fee or as a free service.
Proposal	Document(s) submitted by the responsible Proposer pursuant to the Request for Proposals (RFP).
Proposer	A firm, company or organization submitting a Proposal in response to this RFP.
Protected Information/Confidentiality	Defined as <i>data or information</i> that has been designated as private or confidential by law or by the University. <i>Protected Information</i> includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other personally identifiable information), research <i>data</i> , trade secrets, and classified government information. <i>Protected Information</i> shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any <i>data</i> constitutes <i>Protected Information</i> , the <i>data</i> in question shall be treated as <i>Protected Information</i> until a determination is made by the University or proper legal authority.
RFP	This Request for Proposal.

Contract or Agreement	Specific to the arrangement that results from this RFP, the arrangement between the University and the awarded Proposer which is governed by this RFP's procedures, evaluation criteria, mandatory terms and conditions, administrative requirements, and Proposer's proposal. See Section 2.43 for Order of Precedence.
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2.2 Schedule of Events

Event	Date
Advertise RFP and Mail Public Announcements	June 9, 2016
Deadline for Receiving Written Inquiries Inquiries must be received by 11:00 A.M. CST. See Section 2.7.	June 20, 2016
Issue Responses to Written Inquiries	June 24, 2016
DEADLINE FOR RECEIVING PROPOSALS (And any Proposal addendum) All Proposals must be received by 2:00 P.M., Central time on this date at the address listed in Section 2.3. Proposals received late for whatever reason will not be considered.	July 11, 2016
Oral Presentations May Be Required	August 8-9, 2016
Notice of Intent to Award	August 10, 2016

NOTE: THE UNIVERSITY RESERVES THE RIGHT TO CHANGE THIS SCHEDULE AS IT DEEMS NECESSARY. Any such revision will be formalized by the issuance of an addendum to the RFP.

2.3 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator with LSU Procurement.

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

All proposals shall be received by LSU Procurement **no later than the date and time shown in the Schedule of Events.**

Important—Clearly mark outside of envelope, box or package with the following information and format:

- 1. Proposal Name: ONLINE PROGRAM MANAGEMENT SERVICES**

2. **Solicitation Number: 14126**
3. **Proposal Opening Date: July 11, 2016**

Proposers are hereby advised that the U.S. Postal Service does not make deliveries to Procurement's physical location. It goes to a central mailing location on campus and is then distributed appropriately.

Proposals may be delivered by hand or courier service or mailed through the U.S. Postal Service to LSU's physical location at:

Louisiana State University and A&M College
Procurement
213 Thomas Boyd Hall
Baton Rouge, LA70803-3001
Attn: Alex Huber
Phone: 225-578-9398

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to LSU's physical location. LSU Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

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

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ. PRICING MODEL WILL BE MADE AVAILABLE AT THIS TIME.

2.4 Number of Response Copies

To submit a Proposal, the University requests that ten (10) copies of an un-redacted version of the Proposal be submitted to the RFP Coordinator at the address specified for the RFP Coordinator. At least one (1) copy of the un-redacted Proposal must contain original signatures; that copy should be clearly marked or differentiated from the other copies of the Proposal. In addition, the University requests that two copies of a redacted version of the Proposal, including redacted versions of exhibits, attachments, and other components of the Proposal, be submitted, as described in Section 2.5, and be clearly marked as REDACTED COPY. The copy of the Proposal with original signatures and a redacted copy will be retained for incorporation in any contract resulting from this RFP. In addition to the foregoing requirements, an electronic copy of each of the redacted and un-redacted versions of the proposal must be provided in searchable PDF format, each copy including the complete redacted or un-redacted version including all associated exhibits, attachments and other components of that version of the proposal.

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

Proposal Name: ONLINE PROGRAM MANAGEMENT SERVICES
Solicitation No: 14126

2.5 Proposal Response Format

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

A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the University.

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

The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in common as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to LSU Procurement before contract award.**

The signer of the proposal is a representative of the proposer, authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**

The Proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to LSU Procurement before contract award.**

The signer of the Proposal has been designated by the Proposer as authorized to submit this Proposal.

The cover letter should also:

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

B. **Table of Contents:** Organized in the order cited in the format contained herein.

Proposers are strongly encouraged to use the same numbering convention that is used throughout the request for proposal document.

Proposers shall indicate their understanding and acceptance of all requirements listed in Attachment I Scope of Work and Performance Expectations with their proposal response. Any proposed exceptions must be noted and fully explained. Proposals that do not accept all requirements may be deemed as unresponsive and removed from consideration.

2.6 Collateral Information

Please provide any collateral information as appendices. All appendices should be catalogued within the proposal document at the end.

Collateral information includes, but is not limited to, policies, handbooks, manuals, photos, or other documentation that will assist the committee in assuring compliance with mandatory requirements.

2.7 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 2.2 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to the RFP Coordinator listed below:

Alex Huber, RFP Coordinator
Louisiana State University
Procurement
213 Thomas Boyd Hall
Baton Rouge, LA 70803
E-Mail: atorre6@lsu.edu
Phone: (225)578-9398/ Fax: (225)578-2292

An addendum will be issued and posted at the Office of State Purchasing's LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any University employee or University consultant.

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

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with LAC 34:XIII.1503. Such protest shall be made in writing to the LSU Director of Procurement Services at least three days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate email notification to subscribing proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal and pay the vendor fee. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg and help scripts are available on OSP website under vendor center at <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

2.8 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

Proposer should submit a redacted copy along with the Proposal if it contains confidential information. If a redacted copy is not submitted, the Proposer will be required to submit this copy within 48 hours of notification from LSU Procurement. When submitting a redacted copy, clearly mark the cover as such—"REDACTED COPY"—to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

All data, including personally identifying information, financial account information, or other personal information collected, obtained, or transmitted to Contractor or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state, and local law. Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that have been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets, and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

The obligations of Contractor or subcontractor under this Section shall survive the termination of this Contract. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

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

2.9 Errors and Omissions in Proposal

The University will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following conditions:

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

2.10 Changes, Addenda, Withdrawals

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

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

2.11 Withdrawal of Proposal

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

2.12 Material in the RFP

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

2.13 Waiver of Administrative Informalities

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

2.14 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all responses to a solicitation, in whole or in part, and to award by items, parts of items, or by any group of items specified.

In accordance with the provisions of LAC 34:XIII.1305, the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

2.15 Ownership of Proposal

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

2.16 Cost of Offer Preparation

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

2.17 Non-Negotiable Contract Terms

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

2.18 Taxes

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

2.19 Proposal Validity

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

2.20 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his Proposal whether or not he produces or provides them. The University shall consider the selected Proposer to be the sole point of contact with regard

to contractual matters, including payment of any and all charges resulting from the contract.

2.21 Use of Subcontractors

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

If it becomes necessary for the prime Contractor to use subcontractors, the University urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the University project manager.

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

2.22 Written or Oral Discussions/Presentations

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

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

Written or oral discussions/presentations for clarification may be conducted to enhance the University's understanding of any or all of the Proposals submitted. Proposals may be accepted without such discussions. Proposer is responsible for all costs incurred by a Proposer in making such a presentation.

2.23 Acceptance of Proposal Content

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

2.24 Evaluation and Selection

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably

susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of Procurement for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

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

2.25 Contract Negotiations

If for any reason the Proposer whose Proposal is most responsive to the University's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that Proposal shall be rejected and the University may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The University must approve the final contract and issue a Purchase Order, if applicable, to complete the process.

2.26 Claims or Controversies/Dispute Resolution

Any claims or controversies arising out of the contract shall be resolved by the provisions of University Pilot Procurement Code LAC 34:XIII.Chapters 3-25.

It is expected that any disputes or differences that may arise under the Agreement will be resolved in the usual course of business. If, however, any dispute does arise between Contractor and Plan Sponsor, which relates to or arises from the Agreement whatever its nature, the parties agree to proceed as follows:

1. **Dispute Resolution Procedure.** Either party may notify the other of the matter in dispute and express that the party wishes to begin the dispute resolution procedure. Within thirty (30) days after notification, a designated representative of Contractor and a designated representative of Plan Sponsor will meet and confer in an effort to resolve the problem. The parties may, if they wish, agree to mediation or other voluntary form of dispute resolution. If the matter is not resolved within thirty (30) days thereafter (or such further time as they may agree), the dispute shall be resolved in the manner provided below.
2. **Settlement of Controversies.** Any claim or controversy arising out of the Agreement or Amendment hereto, if any, shall be resolved in accordance with the provisions of University Pilot Procurement Code LAC 34:XIII.Chapters 3-25, as amended.
3. **Litigation.** Neither party may initiate litigation regarding a dispute concerning the Contract, and/or Addendum, if any, thereto, until the dispute resolution process described above has been completed.

2.27 Best and Final Offer

The University reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If

conducted, the Proposers selected 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.

2.28 **Contract Award and Execution**

The University reserves the right to enter into a contract without further discussion of the Proposal submitted based on the initial offers received. The RFP, including any addenda, and the Proposal of the selected Contractor will become part of any contract initiated by the University.

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

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

Award shall be made to the Proposer with the highest total score, whose Proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered. The University intends to award to a single Proposer.

2.29 **Veteran and Hudson Initiatives**

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

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

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

The statutes (Louisiana R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (Louisiana R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <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.la.gov/pages/osp/se/se.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/iri/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/Vendor/VndPubMain.cfm?tab=2>. When using this site, determine the search criteria (i.e. alphabetized list of all certified Proposers, by commodities, etc.) and select SMALLE, VSE, or DVSE. The list (LED list) will be printed on the day the RFP opens. Only the businesses on that list will be used for evaluating and scoring Section 5.2.B Phase 2. Veterans and Hudson Initiative.

2.30 Notice of Intent to Award

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

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

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with LAC 34:XIII. §1503, to the Chief Procurement Officer, within seven (7) days after the issuance of the notification of award.

2.31 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the RFP Coordinator. Contact may be made by phone at (225) 578-9398 or email to atorre6@lsu.edu.

2.32 Insurance Requirements

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

2.33 Subcontractor Insurance

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

2.34 Indemnification and Limitation of Liability

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

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

Contractor will indemnify, defend and hold the University harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University 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 University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the University shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University'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 University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University 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 University up to the dollar amount of the Contract.

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

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

2.35 Term

The University intends to enter into an agreement for a period of 3 years with the option for 2 individual renewals of 1 year each. Total contract period is 5 years.

2.36 Payment

2.36.1 Payment for Services

The University shall pay Contractor in accordance with the Financial Proposal set forth in Attachment IV. The Contractor may invoice the University monthly at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University.

2.36.2 Late Payments

Interest due by the University for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

2.36.3 Termination

2.36.4 Termination of the Contract for Cause

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

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

2.36.5 Termination of the Contract for Convenience or Performance

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

If the Contractor does not meet certain performance-based metrics, especially enrollment goals, then an institution of LSU can elect to exit the agreement and opt out of all services.

The Contractor shall be entitled to payment for deliverables in progress as defined in the transition plan in the Proposal, to the extent work has been performed satisfactorily. Upon termination, the Contractor must follow their defined transition plan for termination or end of services.

2.36.6 Termination for Non-Appropriation of Funds

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

2.37 Assignment

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

2.38 No Guarantee of Quantities

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

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

2.39 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Louisiana State University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

2.40 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal 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 the Contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

2.41 Record Retention

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

2.42 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 University and shall, upon request, be returned by Contractor to the University in a form that can be functionally utilized or integrated, at Contractor's expense, at termination or expiration of the contract.

2.43 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final

contract, then to the RFP and subsequent addenda (if any), and, finally, the Contractor's Proposal.

2.44 Contract Changes

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

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

2.45 Substitution of Personnel

The University intends to include the following condition in any Contract resulting from this RFP:

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

2.46 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, the University Pilot Procurement Code, LAC 34:XIII, purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

2.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

2.48 Anti-Kickback Clause

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

2.49 Clean Air Act

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

2.50 Energy Policy and Conservation Act

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

2.51 Clean Water Act

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

2.52 Anti-Lobbying and Debarment Act

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

2.53 Cooperative Purchasing

The institutions of LSU are members of the Louisiana State University System, which is located throughout the state of Louisiana. With the concurrence of the successful Proposer under this solicitation, a member of Louisiana State University System may access a contract resulting from a solicitation issued by the University. If you do not want to grant such access to a member of Louisiana State University System, please state so in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this solicitation.

2.54 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.

2.55 Use of University's Funds

Any property of the University furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by the University, be

used only for the performance of the Scope of Work/Services or any contract entered into as a result of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the University which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the University in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor.

Upon the happening of loss, or destruction of, or damage to property of the University, the Contractor shall notify the University thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the University all property of the institutions of LSU prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

2.56 Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

2.57 Licenses and Permits

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

2.58 Severability

If any term or condition of this RFP, or any contract entered into as a result of this Agreement, 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 Agreement are declared severable.

2.59 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 agreement. 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 agreement.

2.60 Security

Contractor's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the

University shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

2.61 Commencement of Work

No work shall be performed by Contractor and the University shall not be bound until such time as a Contract is fully executed between the University and the Contractor and all required approvals are obtained.

2.62 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

2.63 Right to Protest

Any person aggrieved in connection with (i) the RFP or the specifications contained therein; or (ii) the contract award, has the right to protest in accordance with the Louisiana Administrative Code, Title 34, Chapter 15, Section 1503.B. Such protest shall be made in writing to the University RFP Coordinator (i) at least three (3) days prior to the response submission deadline, excluding Saturdays, Sundays, and postal holidays, or (ii) no later than seven (7) days after the issuance of the notification of award. The protest shall state fully the reason(s) for the protest.

2.64 Protest Bond and Security

Bonds may be required when the CPO determines that the harm from delay of implementation of a contract could adversely affect the operations of the University. The protest bond shall be in the amount of five percent (5%) of the total amount of the proposer's bid and shall be in the form of a certified check or a cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation.

3. PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposer must meet the following minimum qualifications:

- 3.1.1 Proposer must provide, with Proposal, successful online program management services to institutions with various missions and scale, perhaps with similar Carnegie Classifications of Institutions of Higher Education to the University: a small, 2-year university focusing exclusively on associate degrees; small, 4-year university exclusively focused on undergraduate; small, 4-year university with an undergraduate and graduate focus; a large, research-intensive university interested in expanding online offerings. Provide documented evidence of this through case studies or letters of recommendations with detailed descriptions of services offered and success.
- 3.1.2 Proposer must provide a minimum of three (3) years of experience in providing online program management services for associates, undergraduate, post-baccalaureate certificates, or graduate level distance learning programs and courses. Provide documented evidence of this through case studies or letters of recommendations.

3.2 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:XIII.1307. The University 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 to provide the items requested in the scope of services, tasks, and deliverables (Attachment I), 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 has the personnel, financial, and technical resources to perform.
- 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 University to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 Proposer Qualifications, Experience, and Viability (15 Points)

The Proposer must include the following information with the Proposal:

- 3.3.1 The Proposer must give a brief description of their company including a brief history, corporate structure and organization, vision for higher education, description of partnering with higher education institutions as a provider of online program management and services, number of years in the business, list of distinguishing characteristics/competitive advantages, financial strength and stability evidenced by 3 consecutive years of financial statements, evidence of existing customers' satisfaction, track record to include successes and areas for improvement, etc. Proposer shall provide a key point of contact who will be the point of contact for contract purposes as well as at least one other individual who works with the institutions of LSU.
- 3.3.2 Provide client performance examples showcasing key scope of services areas (such as marketing, enrollment, faculty support, and student retention) for University with similar missions and scales to the institutions of LSU. Outline the problems, solution options, and results.
- 3.3.3 Provide the University with a comprehensive list of higher education institutions served. Additionally, the Proposer must list at least three partner references, points of contacts at universities with which the Proposer has partnered, who can offer a fair and balanced review of the Proposer's performance. The University reserves the right to contact any former client for a reference check or verification of the information submitted or both. Please include each point of contact's name, address, telephone number, and email address. Proposer must ensure that references provided are sufficient to meet the minimum requirements set forth in Sections 3.1.1 and 3.1.2.

Note: By providing this information, the Proposer certifies that they are empowered to use the names of references provided and agrees that the University may contact these references.

- 3.3.4 The Proposer must include the following as part of the response:
 - 3.3.4.1.1 Disclosure of information pertinent to the Proposer's firm being currently for sale or involved in any transaction to expand or to become acquired by another business entity.
 - 3.3.4.1.2 Disclosure regarding any circumstances impacting the firm that could affect its ability to perform under any award made through this RFP process.
 - 3.3.4.1.3 Details of all past or pending litigation or government agency action filed or claims against the Proposer's firm that could affect its performance under a contract with the University.

3.4 **Scope of Services (35 Points)**

Proposer must state the scope of work they provide in terms of performance expectations defined in Attachment I of this RFP. Comments and answers should reflect Proposer's current operations and processes. The quality of the response proposed is based upon the discretion of the Evaluation Committee, and the Committee will consider innovative offerings and solutions that best meet the University's requirements.

3.5 **Personnel and Data Handling (10 Points)**

- 3.5.1 Proposer will be scored based on the degree involved in ensuring the protection and security of student data during all phases and at the end of the agreement, the description of data integration requirements and its reasonableness, and the reasonableness of interaction needs with the LMSs.
- 3.5.2 List subcontractors that may be employed by service provided.
- 3.5.3 Describe the Proposer's policy or procedure for conducting background checks on employees or subcontractors. Detail how the Proposer enforces compliance with contract terms and the University's institutional policies relative to subcontractors.
- 3.5.4 Describe the anticipated resources to include personnel, technology, and deliverables that the Proposer will need from the institutions of LSU to successfully meet the performance expectations outlined in Attachment I. In particular, Proposer must include a list of full-time employees, as well as a summary of their qualifications and experience for successful performance, as described in Attachment I, to include a sampling of employees' resumes.
- 3.5.5 Proposer must describe its approach to ensuring the protection and security of student data during all phases and at the end of the agreement. Describe Proposer's data sharing policies and the processes through which those policies are modified and communicated to the University. Describe the process the Proposer would utilize to comply with FERPA, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and Act 499, Louisiana Database Breach Law in response to a data breach.

Data Integration. Describe any required exchange of institutional data (student, course, etc.) between the institutions of LSU's Enterprise Systems (SIS, HR, ERP, etc.) and the Proposer's systems, especially any synchronization requirements. Include detail on the capabilities, limitations and implementation of functions pertaining to interfaces with Enterprise systems, with particular attention to real-time interfaces (Application Programming Interfaces and/or web services), batch process (bulk) interfaces, and custom interfaces. Propose how the integrations are to be accomplished in detail with a reasonable timeline for each of the institutions of LSU to execute given the institutions' resources and the infrastructure specified in Attachment III. Describe the support available to assist with the integrations.

Course Delivery Technologies. Describe how the Proposer expects to interact with the institutions of LSU's Moodle learning management systems (LMSs).

3.6 **Veteran and Hudson Initiative (10 Points)**

- 3.6.1 If the Proposer meets the conditions listed in Section 2.29 and is certified by the Louisiana Department of Economic Development, the Proposer must include in the Proposal the name(s) of the certified Veteran Initiative or Hudson Initiative small entrepreneur(s) and their position.
- 3.6.2 If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer should include in their Proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship

subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

- 3.6.3 In order to obtain evaluation points, the Proposer **must** include Veteran/Hudson Initiative Verification Form (Attachment II). Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors. See Attachment II. **This form must be completed and submitted with Proposal in order to be considered for Award.**

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

- a. Proposer is a certified small entrepreneurship: The full amount of the reserved points will be awarded to Proposer.
- b. Proposer is not a certified small entrepreneurship but has already actually engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be awarded to Proposer based on the following criteria:
 1. The number of certified small entrepreneurships to be utilized
 2. The experience and qualifications of the certified small entrepreneurship(s)
 3. The anticipated earnings to accrue to the certified small entrepreneurship(s)
- c. Proposer is not a certified small entrepreneurship and has not actually engaged any certified small entrepreneurships to participate as subcontractors or distributors, but has made documented "good faith" efforts to subcontract with one or more certified small entrepreneurships. Points will be awarded to Proposer based on the documented quality and extent of Proposer's efforts. Acceptable documentation can include but is not necessarily limited to phone logs, fax transmittal logs, letters, and emails. The successful Proposer **must** be able to provide written justification of the selection process if a certified SE was not selected.

If at any time the University determines in its discretion that the awarded Proposer did not in fact make a good faith effort, the contract award or existing contract may be terminated.

- 3.6.4 A Proposer may be awarded points both for engaging certified small entrepreneurships as subcontractors and for "good faith" efforts to engage such entrepreneurships.

3.7 **Financial Proposal (25 Points)**

The Proposer **must** submit the financial proposal in the format as described in Attachment IV of this RFP. Costs submitted **must** be firm for the duration of the contract. Price will be considered, but will not be the only factor of evaluation.

3.8 **Additional Criteria (5 Points)**

Additional criteria used to evaluate the responses include but are not limited to:

- Completeness of response;
- Flexibility with regard to contractual requirements and pricing (i.e., ability to provide different services, service levels, and payment terms);
- Creative use of technologies to deliver services;
- Willingness to provide contractual remedies for any failure to perform specifications;
- Willingness to be held accountable for providing, or failing to provide, the desired performance;
- Ability to deliver required services and exceed performance requirements as defined by Attachment I; and
- Inclusion of recommendations of alternative approaches or better approaches to any of the requirements in this RFP.

3.9 Attachments

If Proposer is a business entity, Proposer should attach a signed copy of a Corporate Board Resolution, Certificate of Signature Authority, or other documents indicating legal authority to sign contracts on behalf of the company. See Appendix B for Sample Board Resolution or Signature Authority.

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4. EVALUATION AND SELECTION

4.1 Evaluation Committee

4.1.1 The evaluation of Proposals will be accomplished by an evaluation committee designated by the University who will assess the most beneficial Proposals defined by the evaluation criteria.

4.1.2 The evaluation committee will determine which Proposals are reasonably susceptible of being selected for award using a consensus approach of the Proposals. If required, written or oral discussion/presentations may be conducted with any or all of the Proposers to make this determination.

4.1.3 The evaluation committee may reject any or all Proposals if none is considered in the best interest of the University.

4.2 Administrative Compliance/Minimum Qualifications

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

4.3 Clarification of Proposals

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

4.4 Evaluation Criteria and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the Proposal. The Evaluation Committee will evaluate, rank and score the Proposals using the following criteria to be weighted according to points listed.

Criteria	Maximum Score
Proposer Qualifications, Experience, and Viability (Related to Section 3.3)	15
Scope of Services (Related to Attachment I)	35
<ul style="list-style-type: none"> • Pre-planning 	3 POINTS
<ul style="list-style-type: none"> • Planning 	3 POINTS
<ul style="list-style-type: none"> • Marketing and Recruiting 	6 POINTS
<ul style="list-style-type: none"> • Enrollment—Lead to Admissions 	4 POINTS
<ul style="list-style-type: none"> • Enrollment—Admissions to Welcome 	1 POINT
<ul style="list-style-type: none"> • Academic Services and Faculty Support 	5 POINTS

• Student Support	3 POINTS
• Retention Support	1 POINT
• Reporting Evidence of Performance Effectiveness	3 POINTS
• Program Service Modifications	3 POINTS
• Transition for End of Termination of Services	3 POINTS
Personnel and Data Handling (Related to Section 3.5)	10
Veteran and Hudson Initiative (Related to Section 3.6)	10
Financial Proposal (Related to Section 3.7 & Attachment IV)	25
Additional Criteria (Related to Section 3.8)	5
Total Score	100

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5. SUCCESSFUL CONTRACTOR REQUIREMENTS

5.1 Contract Terms and Conditions

The Proposer shall be required to enter into a Contract with the University that is **basically the same** as Appendix A. Any changes to those terms shall be negotiated if state law allows such negotiation.

5.2 Billing and Payment for Services

The University shall remit to the Contractor their percentage share per term as computed based on course enrollments covered by this agreement as of the "No Refund" day, as published in the General Catalog. Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies for each institution in Attachment IV.

5.3 Independent Insurances

The University 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.

When required by the University, the Contractor shall 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 independent audit. The audit firm will submit to the University and/or Contractor 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. When required by the University, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the University. If cost of the audit is to be borne by the Contractor, it should be included in the original response to the RFP.

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ATTACHMENT I: SCOPE OF WORK AND PERFORMANCE EXPECTATIONS (35 points)

1. Objectives

The following tasks and services shall be performed by the Contractor to include all of the services outlined herein. The services offered must comply with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) *Principles of Accreditation*, as well as the SACSCOC *Distance and Correspondence Education Policy Statement*.

Pre-planning (3 points)

Explain in detail how the Proposer will assess the operational, data integration, support, and market readiness for current and potential online education programs.

To maximize the effectiveness for online program management provider services, Contractor must conduct an assessment of systems and resource needs for data integration. Additionally, the Contractor must perform an assessment of the institutions of LSU's current services for operational readiness: processes, marketing and communications, recruitment and admissions, registration, student accounts, financial aid, instructional design, instructional technology, helpdesk, library, student success, and student support. The assessment must be based on nationally recognized standards of quality or best practices. The Contractor should provide a report that shows benchmarked results from these assessments.

Contractor must conduct market research assessments to include a competition and price analysis prior to the launch of a program to inform the launch process. This process is especially paramount for the institutions of LSU to receive feedback from the provider about possible new programs to launch. Contractor will use the market assessments for potential development of online programs and work with the institutions of LSU to ascertain the viability and best structure of these programs. Upon request, Contractor must provide market research to optimize and retool online education offerings.

Planning (3 points)

Provide comprehensive project plans for the online program management relationship. Describe the Proposer's method for serving the multiple institutions of LSU with differing needs and, perhaps, similar online programs and courses, to allow students the widest access to the University's quality online education offerings as possible. Describe how the Proposer will transition into this contract prior to the current contract ending. Describe procedures for ensuring successful, complete data integration across multiple institutions with different Customer Relationship Management (CRM) systems and Student Information Systems (SISs).

Plans must be based on pre-planning information, including ongoing internal and external analyses for all services offered, as well as past performance and effectiveness information. The Contractor must develop comprehensive plans that include all components of a project management plan (to include scope, schedule, quality, communications, stakeholder, and risk management plans) for all the OPM services

offered at the University, including recommendations for scaling in-house services as online programs grow. The comprehensive plans must be integrated with the current in-house services offered, customized for each institution and program, and vetted by key personnel at each institution of LSU to provide students with the utmost accessibility to quality online education offerings.

As one component of the plan, Contractor establishes systemized data integration by issuing plans and support as needed to the institutions of LSU. During data integration, the Contractor must deliver the support necessary to assist with complete data integration. The Contractor must perform checks to ensure that data integration efforts comply with the plans, and the Contractor must verify that data integration provides complete data to optimize online program management service operations for each institution of LSU. That is, the data integration must result in meaningful information for the Contractor and to the University.

The Contractor must partner with the institutions of LSU to establish expectations about performance goals and division of labor, devising processes in collaboration with the University for attaining approvals on deliverables and changes to the scope of the services. This will involve clearly delineating responsibilities over both day-to-day and long-term strategic issues with key points of contact and work groups across each scope of service.

The Contractor will designate at least one day-to-day point of contact for the University. This point person builds relationships with the University, establishing expectations, providing key communications and interventions for stakeholder management, and partnering to address concerns about contractual obligations. Reciprocally, the University will provide at least one day-to-day point of contact (or Project Manager) to address the Contractor's concerns. Weekly conversations should ensue between the Contractor and University's point person(s) to confirm that agreed upon goals are being met.

The Contractor will collaborate with the University to prioritize online program development. The Contractor will plan for the launch, optimization, or retooling of online education offerings. In doing so, the Contractor will offer their professional opinion about programs' viability and success tied to agreed-upon performance expectations. Contractor should offer advisement and plans that consider existing models and structures for online education offerings (e.g., pricing, admissions criteria, application review process, caps on courses, teaching requirements, and calendars). Based on an interpretation of market analysis results and the Contractor's advisement, the University will make the final determination about selecting, developing, and structuring online offerings to transition to the Contractor's online program management services.

Only online offerings with good viability will be launched with the Contractor. The Contractor must provide the specified online program management services to the online education offerings that are selected by the University.

Marketing and Recruiting (6 points)

Describe how the Proposer's marketing strategy and goals align with the University's strategic plans and policies and follow the guidelines set by the LSU Division of Strategic Communications (at <http://www.lsu.edu/stratcomm/> listed under "Resources"). Include a brief description of how the marketing strategy will be devised, implemented, and

communicated to the institutions of LSU. Explain the strategy for employer based alliances, local, regional, national, and global marketing. Describe the Proposer's methods for marketing and recruiting. Briefly describe the methods for promoting and continuously improving messaging about the institutions online education offerings. For any systems used for marketing and recruiting functions, describe the specific features, functionality, and integration capabilities of those system(s).

The Contractor will use the market analysis or forecasts conducted in the pre-planning phase to create a documented, coherent, data-driven marketing strategy with goals that align with the LSU Division of Strategic Communications mission and vision (<http://www.lsu.edu/stratcomm/about/mission.php>) and consider the unique culture and climate of each institution of LSU. The strategy must consider international, national, regional, and local markets.

The Contractor uses the following process to deliver services:

- Targeted marketing based on market profiles,
- Messaging for competitive differentiation,
- Creative collateral and branding materials in accordance with the LSU Division of Strategic Communications' guidelines,
- Promotional campaign strategies, and
- Continuous improvement of marketing deliverables using analytics to enhance brand identity of the institutions' online education offerings.

Contractor must create, execute, and maintain an array of the following digital marketing services:

- Videography and photography,
- Data-secure, webportal(s) that are structured for viewing from multiple devices and optimized for Internet searches for the purpose of enrollment management and marketing all the online education offerings at the institutions of LSU,
- Student inquiry/lead generation through landing pages and other methods with tracking,
- Lead generation techniques and list purchasing,
- Sharing lead lists with the institutions of LSU to maximize marketing effectiveness,
- Targeted pay per click online advertising,
- Targeted search engine marketing and search engine optimization services, including program-specific content articles and other organic search methods,
- Targeted media buying,
- Targeted online display ads and banners,
- A method for social media marketing, channel design and management, such as Twitter, Facebook, LinkedIn, and YouTube,
- Alumni engagement methods,
- Public relations communications or listing support, and
- Email and re-targeting campaigns with call-to-action prompts.

The system(s) utilized for all digital marketing services must provide features for lead capturing, managing prospects and lists, implementing and tracking marketing campaigns (including targeted marketing), providing opt-out functionality for users who do not wish to

be contacted, creating personal communications, and providing integration with CMSs or CRMs utilized at the University, like OmniUpdate.

The Contractor must offer traditional marketing (for instance, print, billboard, and radio), business alliances, and international partnership methods for online learning offerings. Contractor provides event hosting/management: attending key conferences, alumni events, club meetings, and hosting on-campus graduation events.

A process for reviewing creative assets must be established and followed in collaboration with each institution of LSU. Profiles of prospects and applicants per program must be created for the institutions of LSU's verification of marketing campaign relevance. Contractor must ensure University's prior approval is secured for all marketing collateral (print and digital) and provide final, usable copies to the University. The Contractor must avoid false or misleading information that would encourage unqualified students to apply. Contractor must avoid any falsification of applicant information.

Enrollment—Lead to Admissions (4 points)

Describe the enrollment services offered by the Proposer, including qualifying students for online learning. For any CRM or database that will be utilized for enrollment functions, describe the system's features, functionality, and integration capacity, as well as the procedures/mechanisms in place for protection and security of students' educational records and data. Delineate the role of enrollment specialists with the academic advising responsibilities of the institutions of LSU.

Contractor will provide a clearly defined, customized according to each program's needs, enrollment process that builds relationships with students to optimize students' access to online education offerings. The Contractor, at minimum, must adhere to a specific time schedule and guide students through the following: identifying a program of interest, reviewing the admissions criteria, identifying the tuition and fees, following the financial aid process, completing the application process, and registering for courses. Contractor's enrollment management process should involve a consistent point of contact for prospective students, thereby minimizing multiple transfers.

Contractor will qualify students' interests, readiness, and qualifications based on programs' admissions criteria. Contractor will provide support to students to facilitate accurate completion of application files. Academic advising will remain the responsibility of the University. Contractor has no involvement in admission decisions, and should expect timely admissions decisions executed in accordance with a defined process from the University.

Contractor must meet target goals for conversions within stages of the enrollment funnel per module, as follows:

- Inquiries to applicants applying of 30-40%,
- Application start and complete rates of 60-70%,
- Applicants to admits of 60-70%,
- Admitted to paid of 65-75%, and
- Paid to enrolled or vice versa of 90-99%.

Contractor will provide a fully operational recruiting call center, including all necessary facilities and technologies, as well as a quality assurance method. This will entail establishing a dedicated hub for all student information. Part of the services provided through this contact center shall include a dedicated toll-free number and program landing pages for prospective students to inquire or gain information.

Contractor conducts prospective and enrollee inquiry management tracking to include 24/7/365 response. Contractor will engage with prospective students through a variety of modes: chat, text, social media, web-conferencing, email, phone, etc. These interactions must be documented, for example, recordings of phone calls. Provide prompt follow-up to students' inquiries:

- Phone Average Speed to Answer: 45 Seconds on a per-month basis $\geq 80\%$,
- Email and Ticket Average Speed to Answer: < 2 hours on a per-month basis, and
- Chat Average Speed to Answer: < 3 minutes on a per month basis.

Contractor will continuously enhance their enrollment techniques based upon available enrollment performance feedback. Contractor will be responsible for their representatives' accuracy and appropriateness of communication with prospective students, providing quality assurance mechanisms. Contractor is responsible for accurately articulating the institutions of LSU's online learning messaging to prospective students. Contractor shall build an approved program review or brief for each program and update this every 6 months and ensure their representatives receive on-going training and performance reviews to accurately, and supportively answer students' questions.

Contractor should meet minimum enrollment goals for LSU's online programs:

Unduplicated Head Counts						
	Current Enrollments	Enrollments Year 1	Enrollments Year 2	Enrollments Year 3	Enrollments Year 4	Enrollments Year 5
Institutions of LSU	Fiscal Year 2016 07/01/15-06/30/16	Fiscal Year 2017 07/01/16-06/30/17	Fiscal Year 2018 07/01/17-06/30/18	Fiscal Year 2019 07/01/18-06/30/19	Fiscal Year 2020 07/01/19-06/30/20	Fiscal Year 2021 07/01/20-06/30/21
LSUA						
BS in criminal justice (Launched August 2015)	12	85	135	210	240	235
BS in business administration (launched August 2015)	69	94	165	180	225	220

BS in elder care administration (launched August 2015)	5	55	90	110	120	115
AA (launched August 2015)	1	45	130	175	240	210
AS (launched August 2015)	2	55	140	190	250	230
BS in medical lab science (launched August 2015)	1	60	90	100	135	110
BS in Nursing (launched July 2015)	32	110	285	365	440	425
Bachelor of General Studies (will launch August 2016)	1	45	60	80	100	90
BS in Psychology (will launch August 2016)	0	45	60	80	100	90
BA in English (will launch October 2016)	0	25	45	70	90	85
LSU and A&M College						
MA in education with a specialization in higher education admin	42	62	74	92	116	147
MS in human resource education (two concentrations)	115	103	92	81	72	70
Graduate certificate in workforce development	TBD	15	20	25	30	25
MEd in educational leadership	51	66	83	105	133	169

Master of Social Work	67	113	161	190	226	270
MS in kinesiology with a specialization in sport mgmt	18	32	43	48	52	57
MBA	117	134	171	189	225	273
MS in construction management	40	48	56	62	68	80
Post-baccalaureate certificate in construction mgmt	89	110	125	140	155	170
LSUE						
AS in General Studies	10	20	25	30	35	40
AS in Criminal Justice	45	50	60	72	85	100
AAS in Fire and Emergency Services	40	50	60	72	85	100
Certificate of Tech Studies Environmental Health and Safety Tech	1	10	15	25	35	50
Associate of Arts LT	5	15	20	30	40	50
LSUS						
MS in nonprofit administration	21	40	60	75	90	105
MBA (and additional specializations)	1000	1200	1400	1600	1600	1600
MEd C&I (ESL, reading & literacy, & general)	150	175	200	225	250	275
MEd in educational leadership			13	20	25	30

Doctorate of Education in leadership studies (EdD)			15	35	65	95

Contractor must comply with all applicable State laws, Federal laws (e.g., FERPA), and the University policies and standards regarding the protection and security of student educational records. Contractor shall not engage in cross-selling leads to other partners.

Enrollment—Admissions to Welcome (1 point)

Outline the process for assisting potential students in completing successful applications and registering for courses.

The Contractor at minimum must adhere to a specific time and contact frequency schedule in guiding students through the following: completing the identity verification process, explaining University email setup, identifying technical and proctoring requirements, reviewing the registration process, paying their fee bills, offering information about books and supplies, and identifying the course description or syllabi. The Contractor must essentially provide enrollment services from the moment students submit their admissions to the point where students have all they need to successfully begin their first online class.

Academic Services and Faculty Support (5 points)

Describe how the Proposer will provide program planning guidance; learner-centered, engaging course design and development support, including multi-media services; timely, collaborative faculty professional development; faculty technical support; and review of online courses using the University’s pre-established, nationally recognized quality standards.

Courses shall be delivered using the institutions’ learning management systems, which includes the Moodle infrastructure. The University will provide for administrative and instructional services related to academic advising, curriculum, syllabus, and course sequencing. Contractor may only provide advisement to the institutions or program representatives about these functions.

Contractor must provide a course design/development process for facilitating the creation of courses that are conducive to outcome-driven, learner-centered experiences and meet the institutions’ pre-established, nationally recognized quality standards for online course design. Additionally, a process to refresh and update the design and content of courses must be provided. This should entail a full course review on a time interval or triggered by changes in the course, like a new text book or faculty member teaching the course. Contractor will recommend technological tools to match the pedagogical goals of the course, including guidance about the University’s learning management systems, comprised of outsourced instances of Moodle and a highly customizable instance of Moodle. All instances contain third-party integrated instructional technology.

Contractor must work collaboratively with the University faculty and support staff to provide just-in-time, 24/7/365 faculty support, and professional development for the quality design and development of courses. Collaboration must include virtual as well as face-to-face interaction with faculty and support staff, group and individual meetings, and technological support.

Contractor must provide collaborative, interactive, professional development that offers online-learning specific, in-depth guidance about academic integrity, copyright legislation and fair use guidelines, designing courses to meet web accessibility guidelines as defined by WCAG 2.0 AA standards (at <https://www.w3.org/WAI/>), creating or attaining the permissions for use of high quality course materials, meeting the institutions' pre-established nationally recognized standards in online course design, delivering learning-centered teaching techniques, and utilizing student feedback to optimize learning.

Contractor is to provide timely course development and multimedia services and deliverables (including images and webcasts/Sharable Content Object Reference Model (SCORM) packages to meet the objectives of courses upon request. Course content shall remain the intellectual property of the University and its faculty members pursuant to the policies herein (<http://www.lsu.edu/innovation/faculty/policy/BylawsChapterVII.pdf>).

Contractor will maintain ongoing contact with the University faculty members at specified milestones and intervals each module or term to ensure that faculty support efforts translate into quality student learning experiences. Faculty participation, satisfaction with faculty support, and skill acquisition should be at the 80% or higher level by an acceptable measurement scale. Contractor must document type, method, attendance, and effectiveness of all faculty support efforts and report monthly or, preferably, update in real time.

Student Support (3 points)

Describe the operational procedures and mechanisms for providing student support, addressing any immediate question that students may have, including but not limited to informational, technical, and registration questions, across multiple institutions. Outline processes and systems which will support student retention efforts, including how the Proposer will monitor students' activity in courses, through access to the institutions' learning management system(s) (LMSs) to the extent available, and how the Proposer will actively reach out to students and liaise with faculty.

The Contractor will designate student support staff to be responsible for ongoing communications with students, tailored to the unique needs of each institution of LSU. The name and contact information of these individuals must be made available to the University.

The student support provided must minimally address current and potential new students' questions in regards to registration, technical issues, utilizing the learning management system(s). The Contractor must also provide outreach and informational support that can be found by searching the University's GROK database (at <https://grok.lsu.edu/>), as well as the University's websites, thereby minimizing the need for transfer to multiple representatives or the University. Contractor will provide ongoing student support services including 24/7/365 support to students throughout their online course and programs.

A help desk ticketing system is utilized that integrates or corresponds to the University's ticketing system currently in place: add Desk.com at LSUA and FootPrints until May 2017, thereafter ServiceNow at LSU and A&M College. The Contractor must meet speed of answer and resolution rates as well as customer satisfaction ratings as follows:

- Phone Average Speed to Answer: 60 Seconds on a per-month basis $\geq 80\%$,
- Email and Ticket Average Speed to Answer: < 2 hours on a per-month basis,
- Chat Average Speed to Answer: < 3 minutes on a per month basis,
- First Call Resolution: Month 1 > 70%, Month 2 > 75%, Month 3 and ongoing > 80%, and
- Good to Very Good customer satisfaction ratings on a well-balanced satisfaction scale.

Retention (1 point)

Contractor shall state and carry out a method of supporting students through the student lifecycle as they matriculate through programs. Contractor maintains and provides student orientations (or introductions) specific to each institution of LSU, identifies at-risk students, liaises students to the appropriate student support services, retains students, provides support through students' graduation, and guides students to continued academic and career supports/paths at the institutions of LSU. Provide a pathway and encouragement for students to continue their studies from one program to the next across the institutions of LSU. Contractor shall have a flexible system whereby additional student touch points are provided to new students and those students considered at-risk (typically defined as not having logged in within some time period, late on assignments, dropped or performed poorly in a previous course, etc.).

Contractor will apply best practices related to persistence in a students' complete lifecycle in collaboration with the institutions' student support systems: create a community, engaging students with their programs and institution to minimize feelings of isolation; liaise students to their appropriate academic advisors; and connect students to advising, all forms of counseling, and disability/accessibility supports, career services, as well as technical support (if troubleshooting has not been resolved and more advanced support is needed), at the appropriate institution of LSU. Contractor must seamlessly guide students through the appropriate administrative processes, to the appropriate campus-based services, or to their academic advisors to confirm students' needs are met, enabling students to persist through their online courses or programs. Students should have consistent points of contact. Academic advising remains the responsibility of the University.

Contractor will be expected to provide and update the University's website(s) on a defined time interval information relevant to current online learning students and pertinent to retention, such as explicit statements or links to policies, procedures, announcements, deadlines, FAQs, key contact information, program guidelines, etc. The Contractor must also conduct student check-ins at multiple points in the students' programs, provide registration and fee bill payment reminders, and contact students who have stepped out of their program for one or more terms/semesters to remind them about the benefits of re-entry.

Contractor will provide for multiple methods to contact the student, including avenues such as email, phone, chat, and text messaging. All interactions with students must be documented and phone calls recorded. Documentation and recordings must be maintained for one year beyond the date of interaction.

Contractor must meet retention goals for each institution's online programs per academic year, as follows:

- LSU and A&M College—70-75%,
- LSU Alexandria—60-65%,
- LSU Eunice—45-50%, and
- LSU Shreveport—70-75%.

These annual retention rates must maintain or improve over time. Retention rates must be measured as the number of new (or first-time) students enrolled in an institution of LSU who remain at that institution in the Fall of the following academic year. An academic year is defined as July 1 to June 30.

Contractor must meet a graduation rate of 50-70% for undergraduate programs. These graduation rates must maintain or improve over time. Graduation rates are defined as percent of new (or first-time) students in a cohort graduating within 6 years of the program duration or less. This calculation excludes students who transfer into the program after their first year and then graduate.

Reporting Evidence of Performance and Effectiveness (3 points)

Detail the Proposer's method and frequency for providing evidence of the Proposer's performance in carrying out the scope of work: pre-planning, planning, marketing and recruiting, academic services and faculty support, enrollment, and student support and retention. Depict the functionality, reporting capacity, and University usability of any reporting and analysis systems utilized for this function. Describe the reporting that would coincide program service modifications or transitioning for the end or termination of services. Explain the method for working with the institutions of LSU to resolve issues and enhance performance and effectiveness.

Contractor will create and track both qualitative and quantitative Key Performance Indicators across the scope of services (i.e. marketing and recruiting, enrollment, academic services and faculty support, and student support and retention) for each online program and institution annually. These Key Performance Indicators must include an array of measures, including service level objectives, year-over-year growth in applications and new enrollments, as well as retention and graduation rates. Additionally, the Contractor must evidence performance across all scope of services by institution, program, and campaign.

Contractor will provide a summary documenting evidence of marketing performance every month, which may include but is not limited to:

- Marketing materials or activities executed with a listing of frequency and duration per program;
- List of key words;

- Website performance analytics;
- Media channel performance or lead attribution by source (# leads and lead quality);
- Emails sent, opened, and clicked;
- Impression and visitor rates;
- Conversion rates; and
- Enrollments.

For other services, evidence of effectiveness feedback will be reported every semester (or every other quarter) and, at minimum, should include the following measures:

Enrollment

- Inquiries to applicants;
- Application start and complete rates;
- Applicants to admits;
- Admitted to paid;
- Paid to enrolled;
- Call center contact rate, type of contact, response rate per inquiry channel, handle time per call;
- Call recordings or contact documentation upon request;
- Quality control reports to ensure ethical practices;
- Current enrollments; and
- Financial pro forma to forecast projected enrollments and revenues.

Academic services and faculty support measures must entail:

- Attendees and participation rates,
- Faculty satisfaction survey results,
- Professional development tracking,
- Skill acquisition evaluation, and
- Course quality review results.

Student support and retention measures must compose:

- Student satisfaction reports;
- Documentation of student interactions upon request;
- Response rate per inquiry channel, handle rate, resolution rate, channel of contact; type of inquiry, time to follow-up;
- At-risk students per course and program;

The Contractor must negotiate with the University to establish the following KPIs per program:

- Persistence rates,
- Completer counts, and
- Retention counts.

Persistence is the percent of enrollments from the start of one term to the subsequent term. Completer count is the number of students completing capstone course(s) or the last

course in their program per term. Retention count is defined as the number of the same students continuing to the subsequent term. These must be reported quarterly.

Reporting systems utilized should enable downloadable reports, enable the University to author custom reports, provide real-time and historical reports, and display data visualization or dashboards. Contractor will develop a reporting timeline and share these minimum service level analytics accordingly. Contractor must demonstrate a process for continuously enhancing effectiveness of performance in collaboration with key personnel at the University. Contractor must identify all major technological systems used and report their downtimes on a time interval.

Program Service Modifications (3 points)

Describe the plan for modifying the service relationships, with the expectation that a program(s) or institution(s) of LSU may increasingly assume responsibility for a service(s) over time or that the Contractor may increasingly assume responsibilities for a service(s) over time.

Contractor must offer full project plans and change management services to modify service relationships, with the expectation that a program(s) or institution(s) of LSU may increasingly assume responsibility for a service(s) over time or that the Contractor may increasingly assume responsibility for a service(s) over time. The project plan and change management services must include, at a minimum:

- Scope of services, deliverables, schedule, staffing, and quality assurance in the program service modification plan;
- Communications and stakeholder management through the transition;
- Risk management plan;
- Anticipated resource requirements; and
- Quality maintenance after the transition.

Transition for End or Termination of Services (3 points)

Describe a transition plan for moving online program management services to another party for seamless operations and continued service when the contract ends or, if for any reason, it is terminated. (If the Contractor does not meet certain performance-based metrics, especially enrollment goals, then an institution of LSU can elect to exit the agreement and opt out of all services.)

Contractor will provide a transition plan to roll over OPM services to the institutions of LSU or another party for ensuring seamless operations and continued service. The transition plan must include schedule, change, stakeholder, communications, and risk management plans. The plan must be customized to each institution of LSU and updated at least 6 months prior to the end or termination of services. At minimum the plan must contain a phase-out timeline with a gradual handoff of student data (current and prospective), transfer of website(s) ownership, cross-training of institution's staff with ample time cushions built in for troubleshooting.

The OPM is responsible for providing the scope of services for each enrolled student until each student completes their intended course of study or agreed upon program service

modifications enables the transfer of services to another party on schedule. No multiyear “teachouts” and post-termination revenue splits should occur.

2. Deliverables

Contractor will provide the following minimal deliverables to the University after the contract is rewarded:

- Pre-planning report that shows benchmarked results from assessments
- Detailed project plans to include a comprehensive plan, program service modifications plan, and transition plan (These plans should document major tasks, steps and milestones, administration and growth of academic programs, data integration, and will submit the plan to the University for review, comment, and approval.)
- Consultations about institutional and program related readiness to support students, operate, and succeed in the market (The University ultimately decides what changes will be made to existing online education programs and what programs to bring to market centered on evidence-based projections.)
- Scope of services
- Contractor will work to ensure that program by program enrollment estimates established in collaboration with the institutions of LSU are met with students whose qualifications match the criteria defined by their academic program of interest.
- Contractor will provide weekly reporting of and accountability for its progress hereunder according to the stakeholder management plan. This weekly reporting shall minimally include information on potential enrollments, updates on all scope of work, and any potential issues that need to be addressed.
- Reports of evidence of performance and effectiveness, containing quantifiable metrics and qualitative reports provided back to the University within the planned, specified time period

3. Technical Requirements

As part of the services provided by Contractor, their technology products must meet the following:

- **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the University or an individual identified with the data or information in Contractor’s custody. The contractor must adhere to industry standards for information security, such as NIST or ISO 27000. Monetary penalties will result if the contractor does not safeguard LSU’s data.

- **Mandatory Disclosure of Protected Information.** If Contractor becomes compelled by law or regulation (including securities' laws) to disclose any Protected Information, the Contractor must notify the institution PRIOR TO the release of any documentation so that the institutions of LSU may seek an appropriate protective order or other remedy. Protected Information is any data considered by the University to be confidential or private defined in further detail on LSU's Data Classification web page at http://www.lsu.edu/it_services/its_security/data-management/data-classification.php. If a remedy acceptable to the University is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- **Remedies for Disclosure of Confidential Information.** Contractor and the institutions of LSU acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage the University in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give the University the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants the University the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- **Background checks, and Compliance with Laws and Institutional Policies** (http://www.lsu.edu/hrm/about_hr/staff_handbook/policies-and-pms.php). Contractor will not knowingly permit any Contractor personnel to have access to any institutions facility or any records or data of the University if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employees' states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of the institutions of LSU.

Contractor also agrees to comply with all applicable state and federal laws, regulations, and University policies including, but not limited to PS-30 (Privacy Rights of Students), PS-06.05 (PS-107 Computer Users' Responsibilities), PS-06.10 (PS-114 Security of Computing Resources), PS-06.20(Security of Data), PS-06.25 (Privacy of Computing Resources), the Family Educational Records Protection Act (FERPA), Health Information Privacy and Accountability Act (HIPAA), Gramm-Leach Bliley Act

(GLBA), Louisiana Revised Statutes R.S. 51:3071 (Louisiana Database Breach Notification law, and R.S. 9:2601 et seq (Louisiana Uniform Electronic Transactions Act) . Contractor shall obtain and maintain all necessary permits, licenses and certificates required to provide the Outsourced Service.

- Data Security. Contractor agrees to protect and maintain the security of data with measures that include ensuring computer operating systems and application software are patched and up to date with all appropriate security updates as designated by a the publishing vendor or relevant authority (e.g. Microsoft notifications, etc.) Likewise Contractor agrees to conform to the following measures to protect and secure data:
 1. Data Transmission. Contractor agrees that any and all transmission or exchange of system application data with the University and/or any other parties shall take place via secure, encrypted, means, e.g. HTTPS, FTPS, SFTP or equivalent means.
 2. Data Storage and Backup. Contractor agrees that all LSU Protected Information will be stored in an industry accepted encrypted form using currently recommended levels of complexity, but no less than 128 bit encryption. Contractor further agrees that any and all of the institutions of LSU's data will be stored, processed, and maintained solely on designated servers under their control and that none of the University's data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes and infrastructure. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an LSU officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the LSU Chief Information Security Officer for any general or specific case. Contractor agrees to store all of the University's backup data stored as part of its backup and recovery processes in an encrypted form equivalent to that used for above for storage of Protected Information.
 3. Data Ownership and Re-Use. Contractor agrees that any and all of the University's data exchanged, stored, developed, or derived, with the exception of fully anonymized (both individual and institutionally) summary data, is the sole and exclusive property of the University and shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that none of the University's data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an LSU officer with designated data, security, or signature authority.

- If payment card transactions are a component of the services provided, the Contractor must provide proof of their PCI DSS (Payment Card Industry Data Security Standard) certification to the University. This will allow the University to ensure compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of services. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the University in a useable electronic format that the University will specify, and erase, destroy, and render unreadable all the University's data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of LSU, whichever shall come first.
- Data Breach. Contractor agrees to comply with the Louisiana Database Breach Notification Law (Act 499), (<http://www.legis.la.gov/legis/Law.aspx?p=y&d=322027>), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a data breach stemming from any of Contractor's services, or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify the University immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- Right to Audit. Contractor agrees that, as required by applicable state and federal law, auditors from state, federal, the University, or other agencies so designated by the State or University, shall have the option to audit the *outsourced service*. Records pertaining to the service shall be made available to auditors and the University during normal working hours for this purpose.
- Safekeeping and Security. The contractor will maintain all relevant physical security safeguards required by law and relevant to all PCI DSS and ISO standards. Contractor agrees to require its employees and subcontractors to promptly report a lost or stolen access device or information as part of its security program.
- Non-Disclosure. Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and

auditors have written confidentiality obligations to Contractor and the institutions of LSU.

- Request for Additional Protection. From time to time, the University may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. The contractor may decline the University's request and provide a reason for the decline so that the University may determine if the decline is reasonable. In the event that such a request requires Contractor to take steps beyond those otherwise required by Section 9 in order for Contractor to comply, Contractor shall notify the institutions of LSU as to the cost of compliance, and the University may thereafter, in its sole discretion, direct Contractor to take such steps.
- Survival. The confidentiality obligations shall survive termination of any agreement with Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of LSU.

Quality of Service. Contractor must utilize a robust and sufficient infrastructure in the delivery of its service, with the capacity to provide the required quality of service (QoS) necessary to ensure a positive user experience. The system must have an uptime of 99.99% excluding scheduled maintenance windows, and response time of four (4) seconds per transaction.

The Contractor will be required to have staff adequately trained to check and develop courses, as well as monitor students' progress in designated instances of Moodle as specified by LSU. The University will provide the necessary training to ensure appropriate knowledge transfer.

4. Personnel Requirements

The University shall appoint at least one project manager as a contractual point person. Point persons at each institution of LSU will facilitate the OPM partnership and activities at their respective institutions. Notwithstanding the Contractor's responsibility for total management during the performance of this project, the assigned project manager shall act as the principal point of contact on behalf of the University. The points of contact at each institution of LSU will be the principle points of contact for their institutions concerning Contractor's performance and effectiveness.

The Contractor will assign a primary point of contact for the duration of this project. That point of contact will facilitate weekly status meetings with the institutions' project manager(s) at the University. The purpose of these meetings will be to review the project's actual status against the plan, assess project issues, and ensure appropriate escalation as necessary to achieve goals and timelines.

5. Resources

The institutions of LSU will provide access to the following resources on an as needed basis:

- Faculty and other stakeholders necessary to meet the objectives of the Project;
- All relevant policies, standards and process documentation, as deemed appropriate by the institutions of LSU;
- Reasonable and normal office space, assistance with parking, and limited usage of copiers.

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ATTACHMENT II: VETERAN/HUDSON INITIATIVE VERIFICATION FORM

The following section must be completed in order for any of the evaluation points available for the Veterans/Hudson Initiatives to be awarded. All supporting documentation (per instructions located in Section 2.29 and 3.6) must be submitted with the Proposal. **Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.**

1. Proposer is a certified small entrepreneurship. YES NO

If yes, provide Certificate Number and any supporting documentation:

Certification Number: _____

2. Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. YES NO

If yes, then list the certified entrepreneurship(s) below and provide clearly labeled supporting documentation:

- 6 Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

- 7 Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

- 8 Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

9 Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____
Amount of Subcontract: _____

10 Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____
Amount of Subcontract: _____

3. Proposer made "good faith" efforts to subcontract with certified small entrepreneurships.
YES NO

If yes, then supporting documentation must be clearly labeled and attached.

6 Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____

7 Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____

8 Company Name: _____
Address: _____
Phone Number: _____
Certification Number: _____

ATTACHMENT III: TECHNICAL INFRASTRUCTURE DESCRIPTIONS

The Institutions of LSU Content Management System

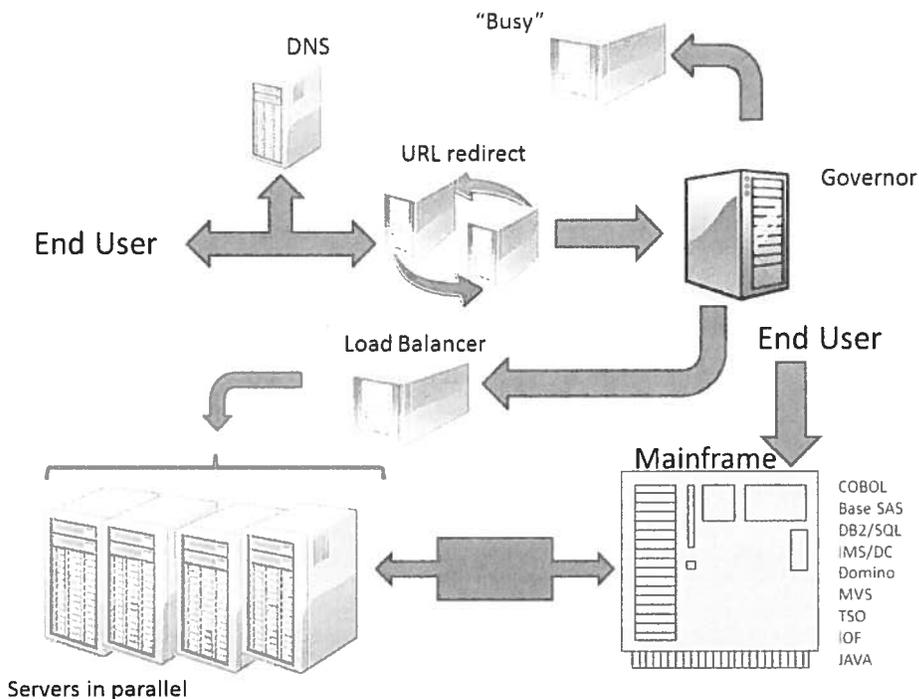
The institutions of LSU comprising the University are in the process of finalizing a unified procurement of an enterprise content management solution which will be used by Admissions, Financial Aid, Office of the University Registrar, and the Graduate School to house documents related to student enrollments.

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LSU and A&M College

Administrative Systems

LSU utilizes a highly integrated, home-grown ERP system developed on an IBM mainframe for its administrative systems which has been developed and maintained over the course of several decades. The core technologies utilized by these applications include, COBOL, Base SAS, DB2/SQL, IMS/DC, Lotus Domino, MVS, JCL and JAVA. This ERP system is accessed either directly or via the Web as shown in the diagram below.



Learning System

LSU utilizes a customized version of Moodle which is hosted by MoodleRooms. The current production Moodle system comprises a load balancer, 14 virtual web servers, and one database server. LSU may choose to house distance learning courses in a separate dedicated instance of Moodle.

Content Management System

LSU and A&M College is in the process of finalizing the procurement of an enterprise content management system (CMS) which will be used by Admissions, Financial Aid, Office of the University Registrar, and the Graduate School to house documents related to student enrollments.

Additionally, LSU and A&M College utilizes OmniUpdate for its Content Management System. The pre-production software is hosted off-site and the authentication authorized users is completed via Shibboleth integration; published web content is hosted on-site.

The CMS is utilized by various academic and administrative divisions in order to create and update web content on the public facing website www.lsu.edu. The CMS has a user-friendly WYSIWYG interface; individual units only have the ability to edit content relative to that unit. Campus-wide website coding and branding is managed in a separate level of the CMS and is administered and maintained by LSU ITS and Strategic Communications personnel.

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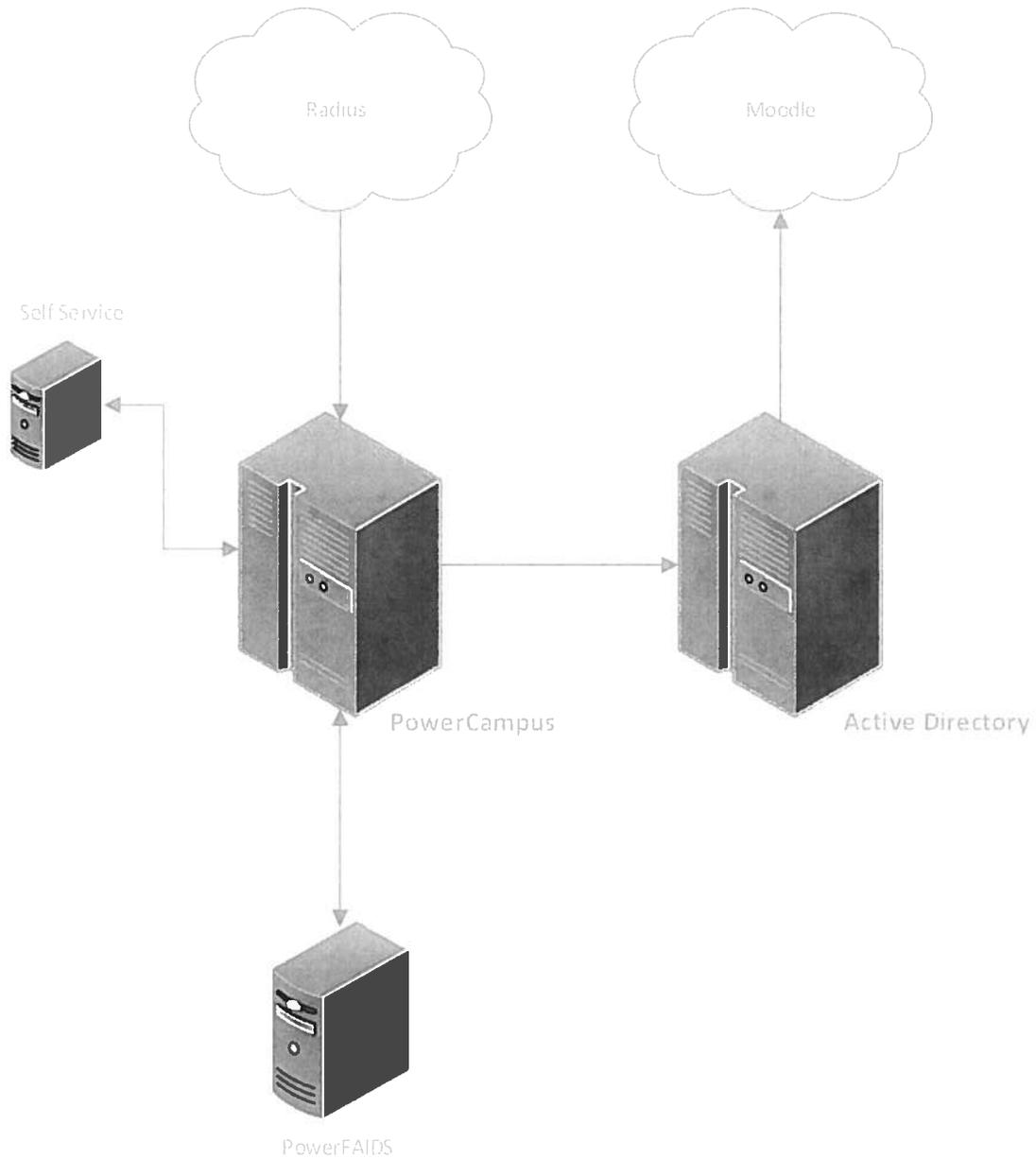
LSUA

Administrative Systems

LSUA utilizes a variety of purchased products for administrative systems. Campus programmers have created processes to integrate or share data across systems.

- Active Directory – basis of accounts and user groups
- Student Information System is PowerCampus, an Ellucian product that is SQL Based and hosted in-house.
- Self-service is the web interface that faculty, staff, and students use to register for classes, view student records, etc.
- Financial aid system is PowerFaid and is tightly integrated with PowerCampus and Active Directory.
- Hobson's Radius is the CRMS system used by Admissions and Recruiting. This web-based program is hosted off site but exchanges data with PowerCampus through scheduled jobs and stored procedures.

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Learning Management System

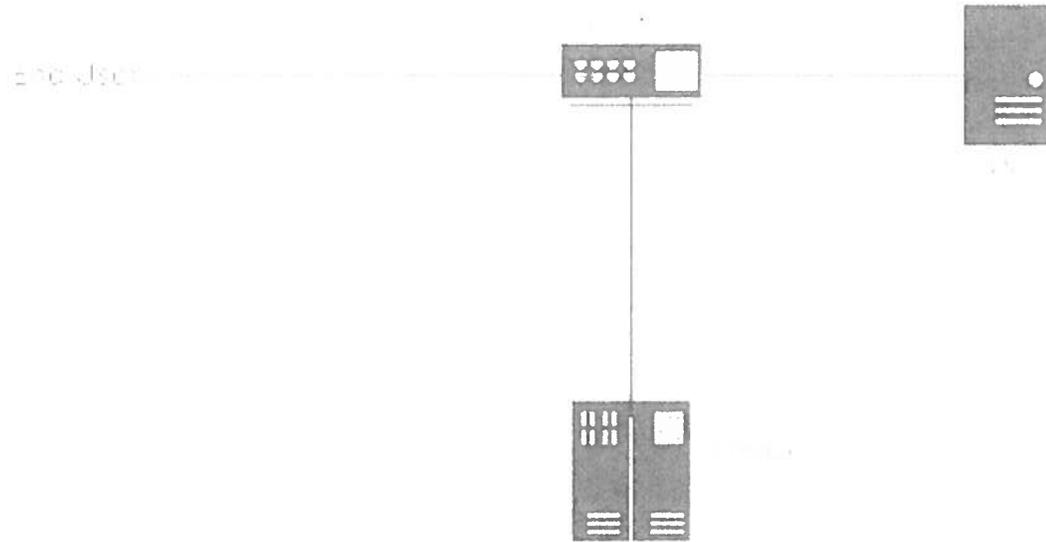
LSUA utilizes Moodle Learning Management System. The system is hosted by E-Think and is integrated with PowerCampus. LSUA allows current on-ground students to take online classes.

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LSUE

Administrative Systems

Runs on LSU's home-grown system developed on an IBM Mainframe.



Learning Management System

LSUE utilizes the Moodle Learning Management System which is hosted on-site. The current production system comprises of one virtual web server and one virtual database server.

Content Management System

Jenzabar CX running on IBM RS 6000, AIX 6.1.9, Informix 12, Apache Pearl webscripts, C++ and ACE.

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LSUS

Administrative Systems

LSUS utilizes Integrow for its Administrative system. This is a product grown by a consortium of schools which has as its basis Software AG's NATURAL, Software AG's ADATABASE, Wolffpack's Financier, and COBOL. LSUS's administrative staff (including administration, deans, chairs, and their associated administrative assistants) utilize emulation software to interact with the system. LSUS's students and faculty utilize a web interface called myLSUS in order to apply, register for classes, and receive grades.

Learning Management System

LSUS utilizes Moodle Learning Management System. The system is hosted by MoodleRooms. The student, faculty, and class data is batched over hourly via a series of export jobs from the administrative system to be consumed by Moodlerooms' Conduit system. Authentication is completed via LDAP integration—although Moodle is web-based, students and faculty still have to reach out to LSUS during the initial authentication procedure. (This is seamless and in the background to the user). LSUS currently hosts Moodle classes that are part of LSUS's onsite credit curriculum, online credit curriculum, onsite nursing curriculum, and several of LSUS's non-credit certificate programs.

Content Management System

LSUS utilizes Ingeniux as its Content Management System. The software is hosted on-premise and the authentication of faculty and staff is completed via LDAP integration. It is utilized by all of various divisions in order to create and update web content on LSUS's website www.lsus.edu. The software client is web-browser based and provides a "fill in the form" style interface for users which makes updating simpler and more agile. The "look and feel" of the site is separated from the data and is combined with the data before publication, through the use of XML, XSLT, and CSS. LSUS also uses a workflow process within the system to allow managers and the media/public relations department to sign off on the content before it appears on the website.

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ATTACHMENT IV: PROPOSER'S FINANCIAL OFFERING

The Financial Proposal must consider all the institutions of LSU and online education offerings hosted on its learning management system(s). Please consider that the institutions of LSU and their online programs may have different online program management service needs.

Financial Proposal (25 points)

Total cost will be determined by the use of a pricing model. The sealed envelope with the pricing model to be used will be opened along with Proposals. This model shall become part of the file and shall be available to all Vendors after Proposal opening. The financial proposal is to be submitted separately and labeled Financial Proposal. The Proposer that proposes the lowest bid receives 25 points. Other Proposers will receive points based upon the following formula:

$$\text{Financial Score} = \frac{\text{Lowest proposed cost submitted}}{\text{Cost of Proposal being evaluated}} \times 25$$

To ensure interests are aligned, we anticipate a pricing model that considers a tiered approach to revenue goals, number of programs, and any changes in service needs. This may require both a mixed fee-for-service and revenue share plus incentive contract type across the scope of services/work over time, with specification about transition from fee-for-service to revenue share and vice versa. The fees must be inclusive of all costs for delivery, labor, insurance, taxes, overhead, and profit. Revenue share should be based on a percentage of tuition. Please consider how to remain flexible in services provided, price premium services, and link services to performance goals over time.

Submit your financial proposal according to the table below. The University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the pricing sheet.

Scope of Services	Indicate the charge per institution and program. Qualify the change in costs for program service modifications.		
	Program	Institution	Suggested Billing Method
Paid to Contractor for delivering the full scope of services*			% of Tuition**
Paid to Contractor for delivering the full scope of services* less academic services and faculty support			% of Tuition**
Paid to Contractor for delivering the full scope of services* less academic services and faculty support, student support, and retention support			% of Tuition**
Student support , planning, and reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of service			Fee Per Service
Retention support , planning, and reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of service			Fee Per Service
Academic services and faculty support , planning, and reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of service			Fee Per Service
Enrollment—Lead to admissions , planning, and reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of service			Fee Per Service
Enrollment—Admissions to welcome , planning, and reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of service			Fee Per Service
Marketing and recruiting , planning, and reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of service			Fee Per Service

*Pre-planning, planning, marketing, recruiting, enrollment up to admissions, enrollment from admissions to paid enrollment, academic services and faculty support, student support and retention, reporting evidence of performance and effectiveness, program service modifications, transition for end or termination of services (These comprise the full scope of services in Attachment I.)

**Tuition rates vary per institution of LSU and per online program. Tuition is defined as per credit hour per program. The rates per institution and online program do not necessarily correspond, because each institution charges a market rate for 100% online programs. The tuition of each online course differs within and across institutions. See the following websites for a listing of tuition rates per institution:

- LSU and A&M College—<http://www.lsu.edu/bqtplan/Tuition-Fees/fee-schedules.php> and <http://lsuonline.lsu.edu/SearchPrograms>
- LSUA—<http://fas.lsua.edu/departments/Accounting/TuitionFees/>, LSUA online programs are listed at the bottom of the page for each major at <http://online.lsua.edu>.
- LSUE—See page 10.
http://web.lsue.edu/docs/academicaffairs/2016_Spring_Registration_Guide.pdf, and
- LSUS—
<http://www.lsus.edu/Documents/Offices%20and%20Services/Accounting/FEE%20SCHE%20DULE%20-%20Spring%202016%20as%20of%2011-17-2015%20100%20Percent%20Online.pdf>. Additionally, see the following website for a listing of tuition rates of current online programs at LSUA and LSUS—
<http://iwillgraduate.com/>.

Refund Policies

LSU and A&M College—<http://catalog.lsu.edu/content.php?catoid=12&navoid=845>

LSUA—<http://fas.lsua.edu/Departments/Accounting/RefundDatesPolicy>

LSUE—FEE REFUND SCHEDULE. A student who drops one or more classes after having paid fees and whose course load now qualifies for a lower tuition rate will receive refunds according to the following schedule (refund schedule subject to change):

Spring 2016

(Jan 19 –May 13)

100% by 11:59 PM Jan. 18, 2016

90% by 11:59 PM Jan. 20, 2016

75% by 11:59 PM Jan. 25, 2016

50% by 11:59 PM Feb. 5, 2016

0% after 12:00 AM Feb. 6, 2016

Spring CALL A

(Jan 19 –March 11)

100% by 11:59 PM Jan. 18, 2016

90% by 11:59 PM Jan. 19, 2016

75% by 11:59 PM Jan. 21, 2016

50% by 11:59 PM Jan. 27, 2016

0% after 12:00 AM Jan. 28, 2016

Spring CALL B

(March 16 – May 13)

100% by 11:59 PM March 15, 2016

90% by 11:59 PM March 16, 2016

75% by 11:59 PM March 18, 2016
50% by 11:59 PM March 31, 2016
0% after 12.00AM April 1, 2015

LSUS—http://www.lsus.edu/Documents/Academics/2015-16%20LSUS%20catalog_Final.pdf

Failure to provide a fee per service and revenue share may be cause for rejection as non-responsive. Any current student enrolled in an institution of LSU who transfers into a Contractor supported online program at their same institution of LSU will not be counted toward Contractors' enrollment-dependent compensation.

Official Company Name

Signature of Authorized Representative

Print Name and Title of Authorized Representative

Date

ATTACHMENT V: Insurance; Self Insurance

Contractor shall procure and maintain for the duration of the agreement or any extension or renewal thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, agents, representatives, or employees.

Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana, statutory limits. Employers Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit. Such insurance shall include a Waiver of Subrogation in favor of the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**.

Automobile Liability

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

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and Including coverage for notification and assistance as provided by Louisiana law shall be included with a minimum limit of \$1,000,000.

Excess Insurance

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

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

Additional Insured Status

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers **are to be named as Additional Insureds for both ongoing and completed operations** on the Commercial General Liability policy. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be named as Additional Insured under the Auto Liability coverage as well.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects to the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of subcontractor's Certificates at any time.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Except for a Contractor whose capital stock is publicly traded on an exchange regulated by the United States Securities and Exchange Commission, University shall have the right to examine the books and records of Contractor (including any excess, stop loss or reinsurance policies or agreements) to determine whether University is agreeable to the proposed self-insurance arrangement. Execution of the Agreement or any Amendment(s) thereto by University does not constitute written approval of any proposed self-insurance arrangement. If at any time during the term of the Agreement, it should appear to University that Contractor's financial position has deteriorated to the extent that Contractor's financial ability to pay or fund the deductible or self-insured retention under the previously approved self-insurance arrangement is doubtful, University shall have the right to withdraw its prior approval of the self-insurance arrangement, and require

Contractor to furnish "first dollar" liability insurance coverage. All carriers Contractor proposes to use to provide coverage in excess of the liability deductible or self-insured retention shall meet the requirements of this Section. This Section shall not apply to a self-insurance arrangement in which all the applicable self-insured retention is fully insured as to third parties on a "first dollar" basis (via the use of "fronting" policies, or otherwise), provided the carrier providing such fronting coverage or other first dollar liability coverage meets the requirements of this Section.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the University.

Verification of Coverage

Contractor shall furnish the University with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to provide and maintain the required insurance coverage throughout the term of the Agreement shall be a material breach of the Agreement, and shall entitle University to all remedies provided for in the Agreement, any Amendment(s) thereto, or by operation of law.

Special Risks or Circumstances

LSU reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

APPENDIX A: SAMPLE CONSULTING SERVICES CONTRACT



BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON
ROUGE

CONSULTING SERVICES CONTRACT

Be it known, that on this # day of Month 2016, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (hereinafter sometimes referred to as the "University" or "LSU") and Contractor Name; Address; City, State Zip, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1. **SCOPE OF SERVICES:** Contractor hereby agrees to furnish the following services. See Appendix A for Scope of Services, attached hereto.
2. **PAYMENTS:** In consideration of the services described above, the University agrees to pay Contractor a maximum fee of \$TOTAL AMOUNT. Payment will be made on approval of (INVOICE APPROVER). If progress and/or completion to the reasonable satisfaction of the University Department is obtained, payments are scheduled as follows: (PAYMENT TERMS) upon completion of services and receipt of approved invoice. Travel expenses will not be reimbursed to Contractor.

Invoices should be sent to the following address: Attn: (Name of invoice approver, Louisiana State University, (Department), (Address, Baton Rouge, LA 70803 or sent via email to Accounts Payable at apravel@lsu.edu).

3. **TERMINATION FOR CAUSE:** The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.
4. **TERMINATION FOR CONVENIENCE:** The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5. **OWNERSHIP:** All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.
6. **LICENSES AND PERMITS:** Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.
7. **SECURITY:** Contractor's personnel will always comply with all security regulations in effect at the University's premises, and externally for materials belonging to the University or to the project. Contractor is responsible for reporting any breach of security to the University promptly.
8. **CONTRACTOR RESOURCES:** The Contractor's personnel assigned to this contract may not be replaced without the written consent of the University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that the Contractor personnel becomes unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, 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 key personnel member listed in his Proposal.
9. **RECORD RETENTION:** Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.
10. **FUND USE:** Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of 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.
11. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the University's operation which are designated confidential by the University 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 University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University 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 University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, 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. **TAXES:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation.
13. **NONASSIGNABILITY:** No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.
14. **AUDIT OF RECORDS:** The State Legislative Auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.
15. **DISCRIMINATION CLAUSE:** The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
16. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of

such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. **INFORMATION SECURITY:** Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.
18. *“Protected information” shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.*
19. **ALTERATIONS:** Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by University. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.
20. **CONTRACTOR INDEMNIFICATION:** Contractor hereto agrees to indemnify, defend and to hold LSU, its officers, directors, agents and employees (the “LSU Indemnified Parties”) harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, including reasonable attorney’s fees, relating to personal injury or damage to real or personal tangible property (the “Claims”) to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of Contractor, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that Contractor shall not be liable to the University for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of LSU’s willful act, fault, omission or negligence or that of its officers, directors, agents or employees.
21. **LSU INDEMNIFICATION:** The University hereto agrees to indemnify, defend and to hold Contractor, its officers, directors, agents and employees (the “Contractor Indemnified Parties”) harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, (including reasonable attorney’s fees to the extent allowed by law), relating to personal injury or damage to real or personal tangible property (the “Claims”) to the extent that such Claims arise out of or result from

APPENDIX B: SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _____

COUNTY/PARISH OF _____

On the _____ day of _____, 20____, at a meeting of the Board of Directors of _____

_____ ,
a corporation, held in the City of _____, State of _____,

with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced corporation do hereby authorize (Name and Title) _____

_____ and his/her successors in office to sign and submit a proposal; to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Louisiana State University and Agricultural and Mechanical College, with the effective date of _____; and to execute said documents on behalf of the corporation, and further, we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of _____

HELD ON THE _____ DAY OF _____, 20____.

Secretary