

STATE OF LOUISIANA
Nunez Community College
CHALMETTE, LOUISIANA
(A Member of the Louisiana Community and
Technical College System)

REQUEST FOR PROPOSAL
TO LEASE FACILITIES
FOR THE OPERATION OF THE BOOKSTORE
ON THE COLLEGE CAMPUS
RFP SOLICITATION NUMBER: 40015-Bookstore RFP FY 24

ISSUING AGENCY: NUNEZ COMMUNITY COLLEGE
Purchasing Department
3710 PARIS ROAD
CHALMETTE, LA 70043

ASST DIRECTOR OF PURCHASING: Wendy Frazier
Phone: 504-278-6475
Email: wfrazier@nunez.edu

CONTRACT COORDINATOR: Reggie Poche, Dean of Academics
Phone: 504-278-6277
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RFP RELEASE DATE: July 20, 2023

PRE-PROPOSER CONFERENCE DATE: August 7, 2023
MANDATORY FOR ALL PROPOSERS (*)

PRE-PROPOSER CONFERENCE TIME: 9:00 a.m. Central Standard Time

CONFERENCE LOCATION: Nunez Community College Kane
Building, Room 331 3710 Paris Rd
Chalmette, LA 70043

PROPOSER INQUIRY DEADLINE DATE: August 21, 2023
5:00 p.m., Central Standard Time

PROPOSER INQUIRY DEADLINE TIME: September 13, 2023

RFP RETURN DATE: 2:30 p.m., Central Standard Time

RFP RETURN TIME:

(*) Failure to be represented at the mandatory pre-proposer conference shall cause rejection of the proposal without further consideration.

This RFP is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to the Nunez Community College Assistant Director of Purchasing. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Nunez Community College is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

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GENERAL INFORMATION

OVERVIEW

Nunez Community College requests proposals from qualified vendors to lease facilities under Louisiana Revised Statute 17:3361, for the operation of a Bookstore on the College's campus and who will commit adequate capital improvements to facilitate those services, commensurate with the College's dynamic growth and strategic plan.

Nothing contained herein restricts the successful vendor or leaser from sales to the College in accordance with Louisiana Purchasing Code and Nunez Community College Purchasing Policies.

INTRODUCTION

Nunez Community College is a student-centered institution that delivers relevant and innovative curricula, integrating the arts, sciences, and humanities that lead to academic credentials and workforce opportunities. Nunez serves a vital role in the community by engaging with business, industry, and academic partners to support student success and personal growth and by embracing the following core values: student-centered, teaching and learning, caring, integrity, and innovation.

The College bears the name of the late wife of the Honorable Samuel B. Nunez, Jr., President of the Louisiana State Senate from 1982-1988 and from 1990-1996, and was the first public institution of higher learning in Louisiana to be named for a woman. The College was created in 1992 by combining Elaine P. Nunez Technical Institute with St. Bernard Community College. The campus now sits on the site of the former technical school. The Fall 2022 total enrollment of Nunez Community College is 2,393 total students. Nunez averages 2,000 per semester.

The College's enrollment for the past three years is listed below:

Fall 2020	2166
Spring 2021	2096
Fall 2021	2149
Spring 2022	1808
Fall 2022	2393
Spring 2023	2119 (as of May 3)

The College's FTE's for the past three Fall semesters

Fall 2020	1324.13
Fall 2021	1500.92
Fall 2022	1548.92

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Nunez Bookstore was contracted out through a request for proposal process (RFP) as allowed by Louisiana Revised Statute 17:3361. Beginning the Spring of 2023, Nunez was requested by LCTCS System Office to participate in a textbook pilot initiative. The Bookstore Access Initiative is an effort to provide our students with more affordable, reliable and equitable access to their course materials immediately. The facility consists of approximately 1,700 square feet including office and storage space. The current store operates five days a week from 7:30 a.m. to 5:00 p.m. Monday thru Thursday and 8:00 a.m. to 12:00 on Friday

and various weekend and/or evening hours throughout the year as requested by the College. Approximate gross sales for the past five years are listed below:

2019 - 2020	\$461,039.09
2020- 2021	\$431,665.77
2021 - 2022	\$385,619.97

1.1.1 Purpose

Nunez Community College requests proposals from qualified vendors to lease facilities under Louisiana Revised Statute 17:3361, to operate a Bookstore on the College's campus and commit adequate capital improvements to facilitate such services, commensurate with the College's dynamic growth and strategic plan. The qualified vendors must present a plan to provide the needed services through a combined online and brick and mortar solution.

Respondents should be mindful to conform to this Request for Proposal ("**RFP**") completely and concisely and should respond to all requirements whether phrased as a statement or a question. Emphasis should be on completeness, clarity of content and conciseness. Failure to submit a complete response may result in disqualification of Respondent's Proposal. The cost of preparing the Proposal will be borne by the Respondent.

1.1.2 Requirements

The College seeks a state-of-the-art solution for the operation of a College bookstore that provides a course material solution and services that will result in the following:

- An onsite bookstore with an online presence that will allow students swift and convenient access to all of the resources they may require in their courses in consideration of Louisiana Revised Statute 17:3129.9 ("Affordable textbooks and opened educational resources")
- A convenient and affordable means for students to purchase lower cost textbooks, courseware, and course supplies through a single transaction in lieu of purchasing contents separately
- A first-day access solution that excludes courses utilizing Open Education Resources (OERs) from fee assessment
- A first-day access solution that allows faculty the choice of adopting either digital or print resources
- A first-day access solution that supports integration via the College's Learning Management System (currently Canvas) for implementation and ongoing maintenance and upgrades
- A high-quality operation accompanied by high student satisfaction and perceived value
- A highly motivated, customer-centered management team and workforce that provides a single point of contact (from the vendor) to manage the relationship
- Visibility and transparency on bookstore sales
- Provide an efficient, user-friendly system for the adoption of textbooks (digital and print) and the ordering of course supplies and materials
- Promote exposure of the College's brand
- Maintain consistent and open collaboration with all stakeholders with regard to the status of all textbook and course supplies orders.
- Provide an end-of-year review of the operation including analytics on user access of materials and adoptions
- A clean, well-managed and responsive bookstore operation
- A capital outlay plan for facility renovation and aesthetics with the College's identity and needs in mind
- Financial value to the College

1.2 Definitions

A. "Annual Gross Revenue" - the total amount of revenue invoiced or due during a contract year in connection with or as a result of the inventory. Annual Gross Revenue shall also include any trade or barter at a rate or value not less than the Contractor's rate card. Nothing is to be deducted out of Annual Gross Revenue other than the outside agency sales commission. Annual Gross Revenue does NOT include a

deduction for Contractor's sales force commission or any salary or personnel costs, printing of materials or anything else other than outside sales commission.

- B. Contract -A legal binding agreement between the College and the awarded Contractor(s).
- C. Contractor-Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP and awarded the Contract.
- D. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with College-chosen Proposers who submit Proposals in response to this RFP.
- E. May - The term denotes an advisory or permissible action.
- F. Must - The term denotes mandatory requirements.
- G. Proposal - A submission by the Proposer to enter into a Contract with the College to supply and support the products and/or services described, in accordance with the RFP specifications.
- H. Proposer - A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document if awarded the contract.
- I. Rate Card - Document detailing prices for various ad placement options.
- J. RFP - Request for Proposal
- K. Shall - The term denotes mandatory requirements.
- L. Should - The term denotes a desirable action.
- M. State - The State of Louisiana.
- N. College- Nunez Community College (NCC)
- O. **First Day Access:** Required textbooks and course material available the first day of class.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP posted to LaPAC website; and made Available to Proposers	July 20, 2023	N/A
2. Pre-Proposal Site Visit:	August 7, 2023	9:00 a.m.
3. Deadline to receive written or emailed inquiries	August 21, 2023	5:00 p.m.
4. Deadline to answer written inquiries	August 28, 2023	5:00 p.m.
5. Proposal Opening Date (Proposal Submission Deadline)	September 13, 2023	2:30 p.m.

- | | | |
|---|------------------------------|-----------|
| 6. Best and Final Offer with Proposers, if applicable | September 20, 2023 | 5:00 p.m. |
| 7. Notice of intent to Award to be issued | September 25, 2023 | 5:00 p.m. |
| 8. Approximate Date of Contract Initiation | TBD (no later than 1/2/2024) | |

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

1.4 Proposal Submittal

All Proposals shall be received by the College **no later than the date and time shown in Section 1.3, the Schedule of Events.**

NOTE: FAX, EMAIL, OR ANY OTHER ELECTRONIC PROPOSAL SUBMISSIONS ARE NOT ACCEPTABLE.

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

Proposal Name: Lease of Space for Operation of the Bookstore
Solicitation Number: 40015-Bookstore RFP FY 24
Proposal Opening Date and Time: September 13, 2023 2:30 p.m.

Proposers are hereby advised it would be expeditious to send by overnight delivery services such as UPS or FedEx at the physical location listed below:

Nunez Community College
Property Department, c/o Pattie Timmons
3710 Paris Road
Chalmette, Louisiana 70043

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

Proposers should be aware of parking requirements and allow time to locate parking.

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.

1.5 Proposal Response Format

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

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and 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 College.

ATTENTION: The Cover Letter MUST indicate which of the following applies to the signer of the Proposal. Evidence of signature authority shall be provided upon the College's request or as listed below:

1. The signer of the Proposal must be either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the College before contract award.**
2. The signer of the Proposal is an authorized representative of the Proposer authorized to submit the Proposal as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification, or other supportive documents MUST be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit Proposals for public contracts. **A copy of the applicable document must be attached to the Cover Letter.**

The cover letter should also

- o Identify the submitting Proposer and provide their federal tax identification number;
 - o Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - o 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. **Certification Statement (Attachment D):** Proposer shall sign and return the certification statement and print or type her/his name, firm name, address, telephone number, and dates. The person signing the Proposal must initial erasures or other changes. A Proposal signed by an agent is to be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Office.
- C. **Proposer Qualifications and Experience:** The purpose of the Proposer Qualifications section is to determine the ability of the Proposer to respond to this RFP and meet Nunez's requirements. Proposers must describe and offer evidence of their ability to meet RFP requirements.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. Describe the services, resources, and skills that Proposer can offer to help Nunez achieve RFP objectives.

- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, Capital Outlay schedules, renovations, etc.
- G. **Financial Proposal:** Proposer should include their proposed guaranteed yearly lease payment and percentage of Gross Sales (excluding first day access) the Proposer will return to the College, as well as any incentives that would become available at increased sales volume increments. This financial Proposal shall include any and all responsibilities the Contractor wishes to have considered in the contractual an-agreement with the College, including Capital Outlay and break-even point (if applicable).

1.5.1 Mandatory Proposal Requirements

- A. Signed Certification Statement - Section 1.5(B)
- B. Supporting Documentation of Authorization of Proposal Signer - Section 1.5(A)
- C. Submit one (1) SIGNED original and nine (9) copies
- D. Proposal Guarantee amount - Section 1.10
- E. Describe and offer evidence of ability to meet RFP Requirements
- F. Offer both online AND brick and mortar solutions

1.5.2 Number of Response Copies

Each Proposer shall submit one (1) signed original response and nine (9) additional copies of the response. Also, each Proposer should submit the following One (1) redacted hard copy and or one (1) electronic redacted copy of proposal on a USB flash drive, if applicable.

1.5.3 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practical. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal. Submitting brochures or marketing information alone is not acceptable for providing answers to the questions.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

If the Proposer's response contains confidential Information, the Proposer should also submit a redacted copy of their Proposal along with their original Proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of its Proposal on a USB flash drive. The redacted copy of the Proposal will be the copy produced by the College if a competing Proposer or other person seeks review or copies of the Proposer's confidential data.

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

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

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Site Visit

A MANDATORY pre-proposal conference will be held at the time and date in the schedule of events and the location listed on the cover of the RFP. Prospective proposers must attend full pre-proposal conference

to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal must have at least one duly authorized representative attend the pre-proposal conference.

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

1.7.2 Proposer Inquiry Periods

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

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

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

Wendy Frazier Assistant Director of Purchasing
3710 Paris Road
Chalmette, LA 70043
E-Mail: wfrazier@nunez.edu

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

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

1.8 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any College employee or Contractor of the College involved in any step in the procurement process about the affected

procurement. The Blackout Period applies not only to College employees, but also to any Contractor of the College. "Involvement" in the development, implementation, procurement management, development of specifications, and evaluation of Proposals for a particular procurement. All solicitations for competitive sealed communications to and from potential Proposers, Bidders, Vendors and/or their representative during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

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

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

1. Duly noted site visits and/or conferences for Bidders or Proposers;
2. Oral presentations during the evaluation process; or
3. Communications regarding a particular solicitation between any person and staff of the College department provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.9 Errors and Omissions in Proposal

Nunez will not be liable for any errors or omissions in the Proposal. Proposer will not be allowed to alter Proposal documents after the deadline for Proposal submission, except under the following condition: Nunez reserves the right to make corrections or clarifications due to patent errors identified in Proposals by Nunez Community College or the Proposer. Nunez, at its option, has the right to request clarification or additional information from the Proposer.

1.10 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Two Hundred Fifty Thousand dollars (\$250,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the College. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by **A.M. Best** up to a limit of 10 percent of policyholders' surplus as shown by AM. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within fifteen (15) working days from request. Failure to provide within the time specified may cause your offer to be rejected. Proposal guarantee shall be forfeited to the College as liquidated damages.

In addition, any performance bonds furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

1.11 Changes, Addenda, Withdrawals

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

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

Nunez reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by Nunez to award a contract. Nunez reserves the right to accept or reject any or all Proposals submitted or to cancel this RFP if it is in the best interest of Nunez to do so. Further, the College reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made.

Grounds for the rejection of the Proposal include, but shall not be limited to:

- Failure of a Proposer to conform to the essential and mandatory requirements of the RFP.
- A Proposer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Proposer's liability to the College on the Contract awarded on the basis of such Solicitation.
- Failure of the Proposer to sign the Proposal. This includes the Certification F01m.
- Proposals received after the RFP due date and time specified in the RFP.

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

Nunez 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 Nunez.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, non-discrimination, record retention, content of contract/order of precedence, contract changes, governing law, remedies for default and cybersecurity training.

1.19 Taxes

Contractor shall be responsible for the payment and remission of all taxes - federal, state, and local - and all license fees, or any other tax applicable to its operation under this Contract or payable as a result of funds arising out of this Contract. Contractor will comply with all Federal, State, and local laws pertaining to its business operations and conform to general College policies and practices. Contractor shall obtain and maintain at its sole cost and expense all necessary licenses, permits, approval which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise.

1.20 Proposal Validity

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

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their Proposal whether or not they produce or provide them. Nunez shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

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

If it becomes necessary for the prime contractor to use subcontractors, Nunez 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 Nunez 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.

1.23 Written or Oral Discussions/Presentations

The College, at its sole discretion, may require all Proposers who submit Proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the College's objectives; however, Nunez reserves the right to enter into an Agreement without further discussion of the Proposal submitted based on the initial Proposals 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 Nunez 's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which Proposals are reasonably susceptible of being selected for award. 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 Nunez Assistant Director of Purchasing for the Proposer whose Proposal, conforming to the RFP, will be the most advantageous to Nunez, price and other factors considered.

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

1.26 Best and Final Offers (BAFO)

The College reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonable susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the

College in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers.

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

1.27 Contract Negotiations

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

Negotiation may include revision of non-mandatory terms or conditions, and clarification of the scope of work and/implementation of the most cost-effective pricing available from the Proposers. Nunez reserves the right to undertake negotiations with more than one proposer. The Louisiana Community and Technical College System must approve the final contract form to complete the process.

1.28 Contract Award and Execution

Nunez reserves the right to enter into a contract without further discussion of the Proposal submitted based on the initial Proposals received.

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

Award shall be made to the Proposer with the highest score, whose Proposal, conforming to the RFP, will be the most advantageous to Nunez, price and other factors considered.

Nunez intends to award to a single Proposer.

1.29 Notice of Intent to Award

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

1.30 Insurance Requirements

Contractor shall furnish Nunez with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment "II" Insurance Requirements**. 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 Nunez before service or work commences. Nunez reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment II Insurance Requirements** for the full term of the

contract. Failure to comply shall be grounds for termination of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing service or work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the College in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of **A-: VI** or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

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

- B. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the College, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" in respect to liability arising from the activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

- D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to the College.

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

1.31 Subcontractor Insurance

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

1.32 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless Nunez 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 this 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 Nunez .

Contractor will indemnify, defend and hold Nunez 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 Nunez 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 Nunez 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, Nunez may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Louisiana Community and Technical College System shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (1) Nunez 's unauthorized modification or alteration of a Product, Material, or Service; (2) Nunez 's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (3) Nunez '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 Nunez 's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for Nunez 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 Nunez up to the dollar amount of the Contract. Any injunction that is issued against the College which prevents the College from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the College or provided to the College one of the alternatives set forth in the foregoing sentence is cause for the College to terminate the Contract. In the event of such termination, the College will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement 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 pair has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.33 Termination

The College has the right to terminate the contract immediately for any of the following reasons:

(a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the College; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the College;

1.33.1 Termination of the Contract for Cause

Nunez may terminate the contract for cause based upon the failure of 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 Nunez shall give the Contractor written notice specifying the Contractor's failure. If within ninety (90) 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 ninety (90) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Nunez 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 Nunez to comply with the terms and conditions of the contract, provided that the Contractor shall give Nunez written notice specifying Nunez's failure and a reasonable opportunity for Nunez to cure the defect.

1.33.2 Termination of the Contract for Convenience

Nunez may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date.

The College shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.34 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Louisiana Community and Technical College System.

1.35 Audit of Records

Legislative auditor and internal auditors of the Louisiana Community and Technical College System or others so designated by the State of Louisiana, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after termination by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.36 Non-Discrimination

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 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.

1.37 Record Retention

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

1.38 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 Nunez and shall, upon request, be returned by Contractor to Nunez, at Contractor's expense, at termination or expiration of this contract.

1.39 Patents, Copyrights, and Trademark

The Contractor shall protect the College and all of its units expressly from any and all damages or liability arising from alleged infringements of patents, copyrights, or trademarks ("Intellectual Property"), with the exception of Contractor's approved uses of Intellectual Property owned by the College. Contractor shall gain no rights in any Intellectual Property owned by the College or Intellectual Property created during the term of the contract in connection with services provided under the Contract, and upon termination of the Contract shall immediately cease use of any Intellectual Property directly associated with the College, and upon request from the College shall assign to the College any new Intellectual Property created during the term of the Contract which directly relates to the College including but not limited to its athletics programs.

1.40 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.

1.41 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Louisiana Community and Technical College System and Nunez.

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

approved, will result in the issuance of an amendment to the contract.

1.42 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; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.43 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any Proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

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

1.44 Proposer's Eligibility

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

1.45 Continuing Obligation

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

1.46 Anti-Kickback Clause

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

1.47 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 Environmental Protection Agency (EPA) list of Violating Facilities.

1.48 Energy Policy and Conservation Act

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

1.49 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 Environmental Protection Agency (EPA) List of Violating Facilities.

1.50 Anti-Lobbying and Debarment Act

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

1.51 Warranties

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

1.51.1 No Surreptitious Code Warranty

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and College-authorized features designed for purposes of maintenance or technical support.

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

1.52 Code of Ethics

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

1.53 Entire Agreement

The RFP shall be incorporated into any resulting Contract. The resulting Contract, includes the RFP and those portions of the Proposer's response accepted by the College shall be the entire agreement between the parties.

1.54 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the University and provide any and all requested

information, documentation, etc. to the University when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the University's right to audit or to withhold University owned documents.

1.55 Security

Contractor personnel shall comply with all security regulations in effect at the University's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the 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.

1.56 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The University reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.57 Remedies

1.57.1 Remedies for Default

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute.

1.57.2 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the University, then, upon notice to the Contractor, the University may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.58 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of the Director of Information Technology.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of College information technology systems or networks. Examples would include but not be limited to College- issued laptops, VPN credentials to credentials to access the College network, badging to access the College's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the College. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of the Director of Information Technology.

PART II SCOPE OF LEASE

2.1 Scope of Lease

The Contractor shall staff the Bookstore with experienced and qualified personnel. During peak "rush" periods, the Contractor shall utilize sufficient additional employees to avoid unnecessary wait times.

The Contractor shall employ Nunez Community College students at the bookstore whenever reasonably possible.

The Contractor will be responsible for the supervision of the bookstore services that it operates.

The Contractor shall appreciate the need for marketing and promoting the bookstore to increase awareness, increase sales and maintain the highest quality of products and services at the most reasonable prices. Proposer shall provide a marketing plan for the first 100 days for bookstore operations, and a three-year operational plan including philosophy of service and delivery, including activities and special programs promoting bookstore services to students, faculty, staff, alumni, and community.

The Contractor agrees to charge rates competitive and comparable with those in the Bookstore industry. Prices charged for convenience items, clothing, books will be competitive with the outside market. Contractor shall offer a variety of products with a range of price points for all patrons. Upon request, all prices will be submitted to the College for approval on an annual basis. The Contractor will provide creative solutions to help students acquire course materials at the lowest price possible and to have those course materials available by the beginning of the academic quarter.

Contractor will collaborate with the Director of Communications to connect orders/inventory with special licensing promotions and events. Contractor will ensure that all items are appropriately branded and licensed.

The College Bookstore must be operational at least five (5) days per week, Monday- Friday (Summer hours may differ) on a twelve (12) month basis, throughout the entire contract term, including periods prior to the beginning of a semester and during semester breaks. The College Bookstore is not expected to be operational during College closures. When appropriate the Bookstore should be opened after normal College workday hours and for special events for the advancement and promotion of the College.

2.1.1 General Lease Requirements

2.1.1.1 PERSONNEL

COLLEGE BOOKSTORE PERSONNEL

1. The Contractor shall provide sufficient staff to efficiently operate the bookstore and fulfill all related responsibilities. The College Bookstore shall be staffed with highly motivated, customer-centered, professional, knowledgeable, and responsive management and workforce. Proposal response should include a staffing plan to include the number of positions and position descriptions,
2. The College shall approve all management personnel prior to their assuming the management position and responsibilities.
3. The College shall reserve the right to request dismissal of any personnel not performing the requirements of the lease or whose conduct is not acceptable to the College.
4. Bookstore personnel shall, at all times, exhibit a warm, courteous and helpful attitude towards customers and visitors of the bookstore.
5. Bookstore personnel shall be considered on the Contractor's payroll at all times for the entire contract term. The Contractor is responsible for all salaries, labor costs, fringe benefits, taxes, etc., relating to its personnel.
6. In the event of a Labor Union forming and resulting in contract negotiations, affecting the employees of the Contractor, the College shall not be involved or impacted in any manner.
7. Contractor shall be responsible for replacement personnel, in the event of an absence of regular employees to continuously provide adequate staffing.
8. Bookstore personnel shall observe all College regulations to include, but not limited to, personal conduct, appearance, traffic, and parking.

2.1.1.2 FACILITY

1. The College Bookstore consists of approximately 1,700 square feet of space. Proposer should respond with a plan that includes the appropriate renovations of the current bookstore facility. All renovations must comply with State Building Code, ADA standards, Life Safety and Fire Codes. The College must receive complete Construction Document plans and specifications no less than four weeks before commencement of construction. All building systems modified in renovation or improvement must fully function at completion of renovation. All renovations need prior approval from Nunez Community College Facilities department. The Proposer will be responsible for all renovation cost.
2. The Contractor is responsible for janitorial services to assure a clean, well-maintained appearance of the inside and outside of leased premises. Contractor will comply with all Health standards for retail establishments.
3. The College shall furnish general maintenance and repair for HVAC, roof, and drains within floor slab, plumbing maintenance and other related items commonly included within a lease of commercial property. The College will be responsible for all utilities and

insurance for the bookstore facility. Contractor is responsible for all Contractor-owned materials and inventory and business interruption whether commercially insured or self-insured.

4. The Contractor shall be responsible for all garbage service. The Contractor may choose to use the College's garbage removal contract and be invoiced monthly.
5. The Contractor shall be responsible for securing telephone service, and data service, as needed for the operation of their business. These services may be obtained through the College, for a monthly charge.
6. The Contractor shall adhere to the College key and lock policy. All keys to the facility will be requested through the Contract Coordinator. Keys must be signed out by the individual who will bear responsibility.
7. The College will provide the Contractor with campus protection and security services currently available on campus during the college operating hours, such as night patrol, door check, security consulting, call response, and law enforcement. However, College makes no warranty nor does it assume responsibility for any losses sustained.
8. The Contractor is responsible for pest elimination in the facilities used for bookstore operations.
9. The Contractor shall provide appropriate signage for the College Bookstore. All signage must be approved by the College and should include College colors, logos, etc.

2.1.1.3 EQUIPMENT/FURNITURE/FIXTURES

1. The Contractor is responsible for supplying all office equipment and furniture necessary for the operation of the College Bookstore.
2. Contractor is responsible for all hardware that is to be used within the operation (cash registers, readers, printers, etc.).
3. Vehicles are the responsibility of the lessee and are not included within this agreement.

2.1.1.4 OPERATIONAL RESPONSIBILITIES OF THE LESSEE

1. The Contractor is responsible for securing a Certificate of Authority to do business in the State of Louisiana pursuant to Louisiana **R.S.** 12:301 from the Secretary of the State of Louisiana.
2. The Contractor must abide by applicable College agreements, such as the College's Exclusive Pouring agreement, College's Logo Licensing agreement, and athletic clothing agreement.
3. Contractor shall be responsible for addressing concerns/ complaints of customers, such as wait times, more variety in clothing, competitive pricing, and perceived value.

2.1.1.5 FINANCIAL/ ACCOUNTING

1. The College expects the Contractor to implement sound accounting principles and practices in the daily operation of the lease agreement.

2. The Contractor will establish and maintain adequate internal controls.
3. The College reserves the right to audit the Contractor's books and records and obtain other desired information pertaining to the lease.
4. The Contractor is responsible for maintaining POS equipment and software compatible with the College's accounting system, network, and ID card system.
5. The Contractor will provide the College with a quarterly financial report accompanied by the quarterly gross profit percentage check. The Proposer should include in the response to the RFP examples of the type of reports that will be provided to the institution.
6. The Contractor shall make the lease payment to the College on a quarterly basis as follows:
 - a. The Contractor shall provide, with each percentage lease rate payment, a detailed report indicating total sales and commission based on gross dollar sales (Excluding First Day ACCESS materials)
 - b. The Lessor shall receive percentage lease rental checks by the 20th day of each quarter for the preceding lease rental.
 - c. Lease payments may be by check made payable to Nunez Community College.
7. The College operates its fiscal year July 1 - June 30.

2.2 Period of Lease

The term of the lease resulting from this solicitation is TBD depending on the implementation timeline, but will be no later than January 1, 2024. The Lease will be for a period of five (5) years and may be extended up to an additional five (5) years if mutually agreed upon by the College and Contractor. All lease extensions shall require approval of the Louisiana Community and Technical College System Board of Supervisors and shall be on such terms and conditions as the Board shall require including any additional proposed lease payment and/or investment in leased facilities as may be permitted by law.

2.3 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.4 Location

The location of the lease is to be performed and managed at:
Nunez Community College
Chalmette, Louisiana

2.5 Proposal Elements

Proposer's responses to this RFP shall follow the order as listed under sections and relative subsections identified below. Failure to follow this order will result in deductions from the overall rating process,

Proposers should address **all** topics in a concise, comprehensive, and orderly manner, Proposers shall prepare proposals in a manner that provides the evaluator necessary information readily available and easy to locate.

- I. The Proposer
 - A. Credentials and Qualifications
 - B. References
- II. Bookstore Operations
 - A. Retail Operation
 - B. Management Team
 - C. Marketing and Transition
 - D. Other Considerations
- III. Financial Proposal
- IV. Veteran and Hudson Initiative Programs Participation

2.5.1 THE PROPOSER

A. Credentials and Qualifications

Proposers shall provide appropriate evidence of their financial qualifications and credentials. Audited financial statements for a minimum of the two most recent years shall be provided. The College will accept proposals from only those companies who have a proven record of successful management with bookstores in higher education institutions. In addition, the firm shall demonstrate that it has the financial ability to meet the minimum annual lease requirement, and meet the annual capital improvement and infrastructure commitments submitted in response to the Request for Proposal.

8. References

Proposers shall, in order to qualify for consideration list at least three (3) on-campus College bookstores, managed by proposer and list any institution(s) that have canceled a lease within the past five (5) years for cause with the proposer excluding leases due to scheduled expiration.

Included with all of the above listings shall be the name of the institution (public institutions preferred), address, years of service, contact person, email and phone number.

2.5.2 BOOKSTORE OPERATIONS

A. Retail Operations

1. Customer Policies and Procedures

Proposer should include in the response to the RFP a description of your customer service philosophy and your customer service capabilities for students, faculty, staff, and community. The successful Contractor shall maintain store policies concerning refunds, buybacks, exchanges, check cashing, special orders, and other useful information. Any postings, handouts, or web-based information must be approved by the College prior to release.

2. Bookstore Operating Philosophy

The traditional bookstore landscape is changing rapidly and dramatically, not only on college campuses, but in the general marketplace as well. The proposer should describe how you will adapt to the changing buyer preferences for these services.

Proposer should describe your commitment to investing in new technology and developing products and services in anticipation of market changes.

Describe the digital delivery methods that you offer.

Describe the features that your website will offer.

Describe the online services that you provide regarding textbook ordering and faculty textbook adoptions.

Discuss the future of e-books in the classroom and how it impacts the way you do business.

Describe your integration with Canvas and Banner.

Describe your solutions to meeting the needs of disabled students.

Describe the policies and anticipated store hours that adequately service day, evening, and weekend customers.

Describe any discounts that will be offered to faculty and staff and to departments making authorized departmental purchases.

Describe your philosophy on awarding scholarships to the College's students

Describe the reports that will be provided to the College on a monthly basis. Proposer should provide examples or sample pages of these reports.

3. Textbook Operations

The selected Contractor shall provide the College with complete services related to course materials. The company will supply in a timely manner, sufficient quantity of all required and recommended, or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, open educational resources (OER), and make available all content in-store or online.

Proposer should describe your textbook services, both online and in-store options. Describe your course pack and custom publishing services and any digital delivery of course packs.

Proposer should describe their process of integrating registration of the academic semester with textbook purchases.

Describe your process to ensure required, recommended, and suggested course materials are available in a timely fashion in sufficient quantities
Describe how the bookstore will work to achieve first-day access for all courses

Describe the resources offered to assist faculty and staff in making adoptions.
Describe how faculty would be able to compare prices across multiple publishers and ISBN's.

Describe the analytics and reporting capabilities of your online system.

Describe your capabilities for reporting to the College (via XLSX file) semesterly master lists of textbook adoptions in accordance with Act No. 125 (Senate Bill No. 117) of the Louisiana Legislature to address the affordability and accessibility of textbooks and educational resources.

Describe how you have previously worked with academic libraries on initiatives to reduce the costs of textbooks and curricular materials for students.

Describe how you select trade books that will be appealing to the College's students and other constituencies

Describe any other academic, scholarly, and trade book services you offer.

Describe your process and resources to ease the financial burden on students and parents regarding textbook cost, including possibly bundling course material costs.
Describe your pricing policies for textbooks/course materials, including new, used, rental, and digital.

Describe how the pricing policies for textbook/course materials will address the desire of the institution to provide affordable textbooks/course materials to our students.
Describe how students will be able to see price comparisons from multiple vendors in one place and describe which vendors will be shown for comparison.

Describe any price match guarantee that will be offered and the limitations or parameters of the guarantee. Proposers are expected to provide a "lowest price guarantee" on textbooks to ensure against complaints that the on-campus bookstore has higher prices than its nearby off-campus competitor or online retailers.

Describe your delivery process and costing for on-line material purchases. Describe your course material bundling packages. Such as but not limited to nursing, culinary, and welding courses.

Describe the process that customers would use to charge bookstore merchandise to an individual account.

Describe the bookstores procedures to collect payments from students with outstanding balances.

Describe how you will support the College's compliance requirement with the Higher Education Opportunity Act (HEOA) of 2008 Section 133; specifically explain your role in tracking and reporting to these requirements on behalf of the College.

Describe your buyback policy and/or a program to purchase used books from students.
Describe your on-campus pickup options for on-line orders.

Describe your online delivery of digital/electronic course materials and integration with Canvas.

4. Soft Goods and General Merchandise

The successful Proposer shall provide the College with complete services related to a store offering soft goods and general merchandise. In meeting this objective, the company will provide a full range of merchandise and services expected from a quality College bookstore.

Contractor should enhance visibility and marketing to present a welcoming, attractive, customer friendly atmosphere to students, faculty, staff, prospective students, and other campus visitors.

Contractor should offer a wide selection of quality College emblematic apparel and merchandise, memorabilia, school, and office supplies, incidental household goods, personal care items, and other items typically sold in a campus bookstore.

Contractor should cooperate with College Athletics and other departments to jointly market soft goods. Such as but not limited to nursing uniforms, culinary supplies, and welding supplies.

Contractor should offer full-service online ordering capability. Provide an interactive, easy to navigate, website allowing students, College employees, and alumni to purchase merchandise on-line.

Proposer should describe their general merchandising philosophy.

Describe what school spirit and emblematic merchandise you typically offer. Describe how brands are selected and who makes those decisions.

Describe other general products you will offer.

Describe what will be offered for commencement. For example, invitations, and graduation regalia.

The College reserves the right to recommend merchandise to be sold in the Bookstore and to require the removal of merchandise for sale in the Bookstore that the College considers offensive or inappropriate. Any/all merchandise bearing the registered logos of the College must be sold in compliance with the Logo Licensing Lease.

B. Management Team

Nunez seeks a bookstore provider with a highly motivated and customer centered management team that is passionate about cutting-edge products, solutions and responsive to enhancing the College's internal and external public image. The management team and level of appropriate staff is the cornerstone to providing the highest level of customer service possible.

Nunez reserves the right to approve all managers that will be assigned to the College's Bookstore. In addition, the contract coordinator, in representing the College, shall also have the right to request the removal of any manager(s) whose actions, performance, and/or conduct does not meet the expectations of the College.

Proposer should describe how they will provide opportunities for student workers and what

the benefits to the student will look like.

C. Marketing and Transition

Each Proposer should provide a detailed marketing plan for the first one hundred days, including new marketing ideas, new merchandise items, and trends evolving throughout the general campus bookstore industry.

Describe your marketing, advertising, and promotional strategies that you will employ to effectively and profitably serve students, faculty, staff, and other College constituents. Describe how you will partner with College Athletics, Student Government Association, Student Orientation, and College Communications to provide a presence at events and market course materials and merchandise.

Describe your marketing plan for enticing students and others to order from your online bookstore. Include specific strategies to drive students and others to the online bookstore and on-site shop.

Describe your detailed transition plan, with target and event dates for an assumed takeover of the Bookstore operation. Plans will be subject to approval by the College.

Describe your process, plan, and schedule for start-up and implementation of the program to ensure uninterrupted bookstore operation.

D. Other Considerations

The successful Contractor will be responsible for paying all applicable state and local sales, use, and other taxes.

Nunez Community College desires for the Bookstore to be a destination and a center of activity for students, faculty, staff, and the community. Proposers should describe the best use and configuration of the space.

Describe your methodology for providing for online services an accessible process that meets requirements of Sections 504 and 508 of the Rehabilitation Act of 1973, as amended; complies with the Americans with Disabilities Act of 1990, as amended; and is in reasonable compliance with applicable College standards.

The successful Contractor may stock food and other items upon prior approval of the College. Items may not be in direct competition with the College's food service provider.

Contractor shall have the exclusive rights to operate the full-service College bookstore located on campus, offering all goods and services normally found in the College bookstore and any additional services to be required by the College during the term of the lease. No vendor operating in direct competition to these exclusive rights will be allowed by the College on campus property or to utilize campus facilities.

2.5.3 Financial Proposal

The Proposer should assume the financial revenues follow the College's historical sales from FY2018 through FY2022. Assuming this information will not change, what is the financial return that you will remit to the Institution for the operation of this program?

The financial return can include the following: annual guaranteed lease payment, commission payment based on a percentage of annual gross sales excluding first day access material, and any additional financial incentives that you would like the College to consider. The Proposer should provide a detailed schedule of commissions to be paid to the College from the exclusive right to operate the Bookstore on the Nunez campus. Please provide your estimated gross sales by year. The detailed schedule should identify commissions from athletic event sales separate from other sales. The Proposer should specify which locations outside of the bookstore facility are to be included in the lease generated from this RFP (athletic facilities, academic facilities, administrative facilities, etc.). It is expected that the detailed schedule will establish sales thresholds to allow the College to participate in sales growth over time.

The Proposer should indicate the level of capital contribution that will be made toward a physical reconfiguration or renovation of the current facilities or other facilities.

If there are conflicts in the Financial Proposal the Proposer may be deemed non-responsive.

2.5.4 Veteran and Hudson Initiative Programs Participation

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

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

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to Nunez, not on the basis of what may be inferred.

SCORING VALVES

- | | | |
|----|---|-------------|
| I. | Proposer Qualifications | (8 points) |
| 2. | Proposer Services and Resources | (20 points) |
| 3. | Evidence of Successful Collegiate Bookstore | (15 points) |
| 4. | Proposed Marketing Plan | (10 points) |
| 5. | Financial Proposal | (20 points) |
| 6. | Financial cost saving to the student | (15 points) |
| 7. | Louisiana Veteran and/or Hudson Initiative | (12 points) |
- Up to 10 points available for Hudson-certified Proposers;
 - Up to 12 points available for Veteran-certified Proposers;
 - If no Veteran-certified Proposers, those two points are not awarded.

The scores of the above seven evaluation areas will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

NUNEZ COMMUNITY COLLEGE

PROPOSAL RESPONSE FORM

Name of Proposer: _____

Mailing Address: _____

Street Address: _____

Telephone No.: _____ Fax Number: _____

SCOPE OF CONTRACT: Lease of Facilities for the Operation of a Bookstore and Provide Capital Improvements to Space/Campus.

INITIAL CONTRACT TERM: by January 1, 2024 to December 31, 2029

ADDENDA: I/we do hereby acknowledge receipt of the following addenda (if any):

No. ____ Dated _____

No. ____ Dated _____

No. ____ Dated _____

No. ____ Dated _____

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to this proposal form shall be construed as acceptance of the RFP in its entirety.

AUTHORIZED OFFICER: _____
(Signature) *(Print or Type Name)*

TITLE: _____ **DATE:** _____

NOTE: If the Proposer is a corporation, the individual signing this Proposal Response Form to provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

****PROPOSAL RESPONSE FORM CONTINUED****

This form is to be completed in its entirety and submitted with the response form(s). Failure to complete or return the form with the other response form(s) may cause rejection of the response without further consideration.

INSURANCE COVERAGE TO BE PROVIDED BY PROPOSER

Proposer to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful proposer.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY **STATUTORY MINIMUM COVERAGE**

Name of Insurer: _____

(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not AM. Best Rated- State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY

\$2,000,000 MINIMUM COVERAGE

(Not the Agent Company)

Name of insurer: -----

Insurer's Address-----

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY

\$1,000,000 MINIMUM COVERAGE

(Not the Agent Company)

Name of insurer: -----

Insurer's Address-----

Check Insurer's AM. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

STATE OF LOUISIANA

CONTRACT NO. _____

PARISH OF LINCOLN

SAMPLE CONTRACT

BE IT **KNOWN**, that NUNEZ COMMUNITY COLLEGE (hereinafter sometimes referred to as "Lessor") and (Contractor's name and legal address) (hereinafter sometimes referred to as "Lessee") do hereby enter into contract under the following terms and conditions:

This Contract, and any properly executed amendment thereto, the Request for Proposal (RFP) including any addenda, and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the Contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP including any addenda, and then by the terms of the Contractor's proposal.

Payments

The Lessee shall make the lease payment to the College on a quarterly basis as follows: (a) The Lessee shall provide with each percentage lease rate payment a detailed report indicating total sales by sales category and of commission based on gross dollar sales. (b) Percentage lease checks shall be received by the Lessor by the 20th day of each month for the preceding lease rental. (c) Lease payments shall be by check and shall be made payable to Nunez Community College. (d) Quarterly reconciliation of percentage lease rate payment and the guaranteed minimum is to be in accordance with the annual guarantee. In the event the Lessee exceeds the quarterly minimum guarantee for the quarter, then any excess commission may be applied to any succeeding quarter period that may fall below required quarterly minimum guaranty levels. Reconciliation of the annual guaranteed minimum takes place at the end of the fourth quarter period.

Ownership of Capital Improvements

Upon completion or termination of this contract, all capital improvements to facilities shall become the property of the Lessor and title shall pass free and clear of any obligations.

Termination

The College has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the College; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the College;

Termination of the Contract for Cause

Nunez may terminate the contract for cause based upon the failure of 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 Nunez shall give the Contractor written notice specifying the Contractor's

failure. If within ninety (90) 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 ninety (90) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Nunez 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 Nunez to comply with the terms and conditions of the contract, provided that the Contractor shall give Nunez written notice specifying Nunez 's failure and a reasonable opportunity for Nunez to cure the defect.

Termination of the Contract for Convenience

Nunez may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date.

The College shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Louisiana Community and Technical College System.

Audit of Records

Legislative auditor and internal auditors of the Louisiana Community and Technical College System and Nunez, or others so designated by the State of Louisiana, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after termination by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

Non-Discrimination

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 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.

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.

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 Nunez and shall, upon request, be returned by Contractor to Louisiana

Tech, at Contractor's expense, at termination or expiration of this contract.

Patents, Copyrights, and Trademark

The Contractor shall protect the College and all of its units expressly from any and all damages or liability arising from alleged infringements of patents, copyrights, or trademarks ("Intellectual Property"), with the exception of Contractor's approved uses of intellectual Property owned by the College. Contractor shall gain no rights in any Intellectual Property owned by the College or Intellectual Property created during the term of the contract in connection with services provided under the Contract, and upon termination of the Contract shall immediately cease use of any Intellectual Property directly associated with the College, and upon request from the College shall assign to the College any new Intellectual Property created during the term of the Contract which directly relates to the College including but not limited to its athletics programs.

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.

Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Louisiana Community and Technical College System and Nunez.

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.

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; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any Proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

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

Proposer's Eligibility

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

Continuing Obligation

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

Anti-Kickback Clause

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

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 Environmental Protection Agency (EPA) list of Violating Facilities.

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).

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 Environmental Protection Agency (EPA) List of Violating Facilities.

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.

Warranties

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

No Surreptitious Code Warranty

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and College-authorized features designed for purposes of maintenance or technical support.

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

Code of Ethics

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

Entire Agreement

The RFP shall be incorporated into any resulting Contract. The resulting Contract, includes the RFP and those portions of the Proposer's response accepted by the College shall be the entire agreement between the parties.

Proposer's Cooperation

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

Security

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

Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions

intended to limit commercial relations with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The College reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Remedies for Default

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute.

Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the College, then, upon notice to the Contractor, the College may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Cybersecurity Training

In accordance with La. **R.S.** 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of the Director of Information Technology.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of College information technology systems or networks. Examples would include but not be limited to College- issued laptops, VPN credentials to credentials to access the College network, badging to access the College's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the College. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of the Director of Information Technology.

This contract shall commence on _____ and shall terminate on _____

State of Louisiana
Parish of East Baton Rouge

THUS, DONE AND SIGNED by Louisiana Community and Technical College System in four originals as of the day of, 2023, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO SYSTEM:
COLLEGE SYSTEM

LOUISIANA COMMUNITY AND TECHNICAL

By: Joe F. Marin

Vice President of Operations

State of Louisiana
Parish of Saint Bernard

THUS DONE AND SIGNED by Nunez Community College in four originals as of the _____ day of _____, 2023, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES AS TO NUNEZ:

NUNEZ COMMUNITY COLLEGE

By: Dr. Tina Tinney

Chancellor

STATE OF _____

COUNTY/PARISH OF _____

THUS DONE AND SIGNED by _____ in four originals as of the _____ day of _____, 2023, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES:

By:

The successful Proposer shall be required to execute the below Indemnification Agreement as part of the RFP Requirements.

INDEMNIFICATION AGREEMENT

The LESSEE agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards, and Commissions, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of LESSEE, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by LESSEE as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees,

LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

Accepted by

Company Name

Signature

Title

Date Accepted

Is Certificate of insurance Attached? [] Yes [] No

Contract No. _____ for Nunez Community College
State Agency Name

PURPOSE OF CONTRACT: _____

THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Nunez Community College is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Nunez Community College Purchasing Office prior to the bid opening date. All responses and/or addenda will be officially submitted by the Nunez Community College Purchasing Office 72 business hours before the bid opening date. Business hours is defined as College operating hours while the College is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O. D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. **Important:** By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Nunez Community College Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
 - A. Bid contains no signature indicating intent to be bound;
 - B. Bid sent by facsimile equipment;
 - C. Bid filled out in pencil; and
 - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality - Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name,

trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Nunez Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Nunez Community College from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Nunez Community College Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Nunez Community College in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Nunez Community College is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for up to 5 months at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 120 months.
21. Contract cancellation: Nunez Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Nunez Community College has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

24. The bidder 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 bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Nunez Community College Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
 - 2) The signer of this bid is a representative of the bidder authorized to submit this bid 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 hereto.
 - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, 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 Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.
30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if

such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.

31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(0) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.
34. Nunez Community College is asking all responding vendors to indicate their willingness to extend the rates, terms, and conditions inclusive of price, to Colleges within the LCTCS system. While this clause in no way commits Colleges within the LCTCS System to purchase from Nunez's awarded contractor, nor does it guarantee any additional orders will result, it does allow Colleges within the LCTCS system, at their discretion, to make use of Nunez's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor.

All purchases made by Colleges within the LCTCS System shall be understood to be transactions between that College and the awarded vendor; Nunez shall not be responsible for any such purchases.

APPENDIX A

Nunez Community College Bookstore Employee Information

▶ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

▶ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

▶ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

▶ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

▶ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.al.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.