

REQUEST FOR PROPOSALS

for

Website Re-Design

Issued by

Baton Rouge Community College



SOLICITATION NUMBER **242501**

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RFP Overview

I. Introduction

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute [39:1595](#) from qualified Proposers who are interested in providing website design services.

BRCC intends to award to a single Proposer.

II. General Information and Instructions

A. RFP Contact. The following individual is the sole contact for this RFP:

Bland Washington
Director of Purchasing
Baton Rouge Community College
washingtonb@mybrcc.edu

B. LaPAC Website. This RFP is available in electronic form at the Louisiana Procurement and Contract Network (LaPAC) website.

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by BRCC to the LaPAC Website, as amended:

1. [Attachment A, Standard RFP Terms and Conditions](#)
2. [Attachment B, Special RFP Terms and Conditions](#)
3. [Attachment C, Scope of Work](#)
4. [Attachment D, RFP Evaluation Plan](#)
5. [Attachment E, Sample Contract](#)
6. [Attachment F, Protest Information](#)
7. [Attachment G, Hard Copy Proposal Submittal](#)
8. [Attachment H, Proposal](#)

D. Schedule of Events

| Event | Date | Time (CT) |
|------------------------------------------------------|--------------------|-----------|
| RFP posted and Blackout Period begins | August 5, 2024 | |
| Deadline to submit questions | August 19, 2024 | 11:59 PM |
| Proposal opening date (Proposal submission deadline) | September 19, 2024 | 10:00 AM |

Responses to questions should be posted no later than 14 calendar days prior to proposal opening date.

Dates and deadlines are subject to change. Proposers should continue checking the LaPAC Website for the most up-to-date information.

E. How to Ask Questions.

1. **Read and review this RFP, including all attachments, exhibits, and addenda.**
2. For questions about the content of this RFP, submit your questions to the RFP Coordinator. Questions must reference the specific section of the RFP to which the question relates. Only those questions received by the established deadline shall be considered by BRCC.

F. How to Respond.

1. **Read and review this RFP, including all attachments, exhibits, and addenda.**
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, Proposal;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Section III, Scope of Work and Term of Contract and Attachment C, Scope of Work; and
 - e. Includes all required submissions identified in Section IV, Proposer Response.
3. Submit your proposal by the Proposal opening date via Hard Copy by following the instructions in Attachment G, Hard Copy Proposal Submittal.

III. Scope of Work and Term of Contract

A detailed description of the Deliverables being sought through this RFP is attached as Attachment C, Scope of Work.

The term of any contract resulting from this RFP shall be for an initial period of 12 months to begin on or about October 1, 2024 and to end on or about September 30, 2025, unless otherwise terminated in accordance with the termination provisions of this Contract.

At the option of BRCC and acceptance of the Contractor, the contract may be extended for two 12-month periods at the same prices, terms, and conditions. Total Contract time may not exceed 36 months.

IV. Proposer Response

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Fax and email submissions are not acceptable.

- A. Hard Copy Proposal Submittal.** Proposers must submit their proposal via hard copy to Baton Rouge Community College. See Attachment G, Hard Copy Proposal Submittal for details regarding hard copy submittal.
- B. Required Submissions.** The following must be submitted with your proposal:
 1. Completed and signed Attachment H, Proposal, Part 1: Proposer Information, Acknowledgement, and Certification;
 2. Response to Part 2: Technical Proposal;
 3. Response to Part 3: Financial Proposal;
 4. Completed Part 5: Proposed Modifications to Sample Contract with a redlined copy of Attachment E, Sample Contract, if proposing modifications; and
 5. Redacted copy of the Proposal clearly marked as such, if claiming confidential, proprietary, or protected information.
- C. Other Documents.** The following are informational only and do **not** need to be submitted with your proposal:
 1. This RFP Overview
 2. Attachment A, Standard RFP Terms and Conditions
 3. Attachment B, Special RFP Terms and Conditions
 4. Attachment C, Scope of Work

5. Attachment D, RFP Evaluation Plan
6. Attachment E, Sample Contract (unless proposing modifications)
7. Attachment F, Protest Information
8. Attachment G, Hard Copy Proposal

V. Evaluation and Award Process

A. BRCC Evaluation Committee.

1. BRCC will utilize a committee whose members have expertise in various areas to evaluate all proposals.
2. The BRCC Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

B. Proposals will be sealed until the Proposal opening date and time. After opening, proposals will be evaluated in stages for the purpose of selecting the Proposal(s) most advantageous to BRCC, taking into consideration price and the other evaluation factors as set forth in this section and further detailed in Attachment D, RFP Evaluation Plan.

1. **Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions and Attachment B, Special RFP Terms and Conditions.
2. **Stage 2: Mandatory Minimum Requirements.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment D, RFP Evaluation Plan may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions and Attachment B, Special RFP Terms and Conditions.
3. **Stage 3: Technical Criteria.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment D, RFP Evaluation Plan. A consensus-based evaluation process shall be used to evaluate responses. For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation (if applicable), the Proposer shall achieve a minimum score equivalent to 50% of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.
4. **Stage 4: Cost and Veteran and Hudson Initiative.** Financial Proposals and Veteran and Hudson Initiative (if applicable), for proposals not rejected following evaluation of Technical Criteria, will be evaluated in accordance with Attachment D, RFP Evaluation Plan.
5. **Stage 5: Written or Oral Discussions/Presentations, if required.** BRCC, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet the Using Agency's objectives in accordance with Attachment A, Standard RFP Terms and Conditions. Written or oral discussions/presentations may be held prior to Stage 4 at BRCC's sole discretion.
6. **Stage 6: Best and Final Offer (BAFO), if required.** BRCC reserves the right to conduct a BAFO with one or more Proposers determined by BRCC's Evaluation Committee to be reasonably susceptible of being selected for award in accordance with Attachment A, Standard RFP Terms and Conditions.

- C. Determination of Responsibility.** Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. BRCC must find that the selected Proposer:
1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 2. Has the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them;
 3. Is able to comply with the proposed or required time of delivery or performance schedule;
 4. Has a satisfactory record of integrity, judgment, and performance; and
 5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- D.** After evaluations are completed, written recommendation for award shall be made to OSP for the responsible Proposer whose proposal, conforming to this RFP, will be the most advantageous to the State, price and other factors considered. The BRCC Evaluation Committee may recommend rejecting any or all proposals to OSP if it is considered in the best interest of BRCC.
- E.** Upon review and approval of BRCC Evaluation Committee's and Using Agency's recommendation for award, BRCC will issue a "Notice of Intent to Award" letter to the apparent successful Proposer in accordance with Attachment A, Standard RFP Terms and Conditions.

Attachment A, Standard RFP Terms and Conditions

This RFP and Proposer's participation therein is subject to the following terms and conditions. **In the event of a conflict between the Standard RFP Terms and Conditions and the Special RFP Terms and Conditions, the Special RFP Terms and Conditions shall govern.**

I. Definitions

- A. **Agency** means any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. **Award** means the issuance of a "Notice of Intent to Award" letter to one or more successful Proposers.
- C. **Can** denotes a permissible action.
- D. **Contract** means a legal binding agreement, resulting from this RFP, between BRCC and the awarded Contractor(s).
- E. **Contractor** means a Proposer with whom BRCC executes a Contract resulting from this RFP.
- F. **Day** means a calendar day, unless explicitly identified otherwise.
- G. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- H. **Discussions** means a formal, structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
- I. **DOA** means the Louisiana Division of Administration.
- J. **LaPAC** means Louisiana Procurement and Contract Network.
- K. **May** denotes an advisory or permissible action per La. R.S. 39:1556(33).
- L. **Must** denotes mandatory requirements.
- M. **OSP** means the Louisiana Office of State Procurement.
- N. **Proposal** means the document(s), data, information, and other media submitted by a Proposer in response to this RFP, including information submitted after the proposal opening date at the request of the State.
- O. **Proposer** means an entity or individual submitting a proposal in response to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- P. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by BRCC to the LaPAC Website, as amended.
- Q. **Shall** denotes mandatory requirements per La. R.S. 39:1556(52).
- R. **Should** denotes a desirable action.
- S. **State** means the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
- T. **Using Agency** means the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this RFP pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
- U. **Will** denotes mandatory requirements.

II. Governing Law and Venue

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

- C. Proposer and Proposer's participation in this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- D. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP Documents

A. LaPAC.

- 1. The LaPAC Website is the sole source for official RFP documents and updates.
- 2. Documents from this RFP may be posted on multiple websites, including Using Agency websites and non-State procurement solicitation boards, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the LaPAC Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP may not be addressed or considered by BRCC.

B. RFP Addenda.

- 1. BRCC reserves the right to change the Schedule of Events or issue addenda to this RFP at any time. Information shared orally or in informal communications will not be considered an addendum unless documented in writing on the LaPAC Website.
- 2. It is the Proposer's responsibility to check the LaPAC Website frequently for any possible addenda that may be issued.
- 3. Proposer is wholly responsible for reviewing addenda and updates to the LaPAC Website, acknowledging addenda as required, and submitting a proposal that is responsive to and compliant with this RFP as amended.
- 4. BRCC is not responsible for a Proposer's failure to review or download any addenda documents required to complete and submit a proposal.

C. Waiver of Administrative Informalities.

- 1. BRCC reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

D. Conflicts and Issues.

- 1. The following should be brought to the attention of BRCC using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment F, Protest Information:
 - a. Any alleged conflict among the materials comprising this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
- 2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b of this paragraph shall be filed no later than two days prior to the Proposal opening date.
- 3. Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the Contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

- E. 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 BRCC employee or Contractor of BRCC involved in any step in the

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

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

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

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

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

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

IV. Proposals

- A. **Late Delivery or Non-delivery of Proposal.** Proposer is wholly responsible for ensuring Proposer's proposal is complete and submitted timely to BRCC in the format required by this RFP. BRCC will not accept a proposal after the Proposal opening date and time.
- B. **Legibility/Clarity.** Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response 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 this RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.
- C. **Errors and Omissions in Proposal.** BRCC 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: BRCC reserves the right to make corrections or clarifications due to patent errors identified in proposals by BRCC or the Proposer. BRCC, at its option, has the right to request clarification or additional information from the Proposer.
- D. **Proposal Changes Prior to Proposal Opening.**
 1. **Hard Copy Proposals.** See Attachment G, Hard Copy Proposal Submittal for details regarding changes prior to the Proposal opening date and time.

- E. Withdrawal of Proposal Prior to Proposal Opening.**
1. **Hard Copy Proposals.** See Attachment G, Hard Copy Proposal Submittal for details regarding withdrawal of the Proposal prior to the Proposal opening date and time.
- F. 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 BRCC pursuant to this RFP.
- G. Use of Subcontractors.**
1. Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. The prime Contractor shall be responsible for all deliverables referenced in this RFP.
 2. 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.
- H. Financial Proposal.**
1. Proposer must complete all required elements of Part 3: Financial Proposal of Attachment H, Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
 2. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by BRCC as a courtesy.
 3. Any taxes, other than BRCC and local sales and use taxes, from which BRCC is exempt, shall be assumed to be included within the Proposer's cost.
 4. Inclusion of cost or pricing information in any document other than the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
- I. Proposed Modifications to the Sample Contract.**
1. BRCC may, but is not obligated to, consider proposed modifications to Attachment E, Sample Contract.
 2. Proposer-specific modifications to Attachment E, Sample Contract, may be proposed as part of Proposer's proposal in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal, but are strongly discouraged. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.
 3. The following will not be considered by BRCC:
 - a. Any proposed modification of a non-negotiable term listed in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal;
 - b. Any proposed modification not submitted with Proposer's proposal in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal;
 - c. Any proposed modification not accompanied by an explanation as required in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal;
 - d. Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with Proposer's proposal; and
 - e. Any proposed modification merely referencing another document or a URL.
 4. Proposers may propose additional terms but must include them in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal and must clearly identify where any terms conflict with the Sample Contract.

- J. Proposal Contact.** Proposers should ensure that the contact information associated with the Proposer's Vendor account is current throughout the RFP process. The Proposal Contact identified by Proposer in Part 1, Proposer Information, Acknowledgements, and Certifications of Attachment H, Proposal, must be able to respond timely to communications from BRCC. Proposer must, within 24 hours, notify BRCC of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
- K. Proposal Development Costs.** BRCC shall not be 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 this RFP shall be entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by BRCC.
- L. Proposal Validity.** All proposals shall be considered valid for acceptance until such time an award is made. Award should be made within 180 days.
- M. Ownership of Proposals.** All materials submitted in response to this RFP become the property of the State. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by BRCC and not returned to Proposers. Any copyrighted materials in the Proposal are not transferred to BRCC.
- N. Business Confidentiality, Trade Secrets, and Proprietary Information.**
1. 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.
 2. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
 3. If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Part 6: Claim of Business Confidentiality of Attachment H, Proposal, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such.
 4. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.
 5. 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) BRCC and hold BRCC harmless against all actions or court proceedings that may ensue which seek to order BRCC to disclose the information.
 6. BRCC reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting BRCC in its evaluation of the proposal. BRCC 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.

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

O. Evaluation and Selection. A consensus-based evaluation process shall be used to evaluate responses. The BRCC Evaluation 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. The committee reserves the right to make an award recommendation without further discussion of the proposal submitted based on the initial offers received.

P. Written or Oral Discussions/Presentations.

1. BRCC, 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 Using Agency's objectives.
2. Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.
3. Written or oral discussions/presentations for clarification may be conducted to enhance BRCC's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.
4. BRCC reserves the right to adjust the original scores based on the information received in the oral presentations, if conducted, using the original evaluation criteria. The cost score will remain unchanged.

Q. Best and Final Offers (BAFO).

1. BRCC reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist BRCC in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.
2. The written invitation to participate in a BAFO will not obligate BRCC to enter into a contract.

R. Notice of Intent to Award.

1. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement.
2. BRCC will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
3. Any person aggrieved by the proposed award has the right to submit a protest by using the process described in Attachment F, Protest Information. Issuance of the "Notice of Intent to Award" letter starts the protest period.

S. Contract Negotiations.

1. This RFP, including any addenda, and the Proposal of the selected Contractor will become part of any contract initiated by BRCC. The mandatory RFP requirements shall become

contractual obligations. BRCC reserves the right to contract for all or a partial list of supplies and/or services offered in the Proposal.

2. Negotiation may include revision of any non-mandatory terms or conditions included in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal, pricing, and clarification of the scope of work.
3. If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to BRCC's needs, price and other evaluation factors set forth in this RFP considered, does not agree to a contract, that proposal shall be rejected and BRCC may negotiate with the next most advantageous responsible Proposer.
4. If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, BRCC may elect to cancel the award and award the Contract to the next most advantageous responsible Proposer.
5. OSP must approve the final Contract to complete the process.

T. Secretary of State Requirements.

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

V. Rights Reserved To the State

A. Rejection of Proposals.

1. Issuance of this RFP in no way constitutes a commitment by BRCC to award a contract. BRCC 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 BRCC to do so. Further, BRCC reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.
2. In accordance with the provisions of La. R.S. 39:2192, in awarding contracts, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

B. Cancellation.

1. BRCC may cancel this RFP at any time if BRCC determines that cancellation is in the best interest of BRCC.

C. Proposer's Cooperation.

1. Any Proposer has the duty to fully cooperate with BRCC and provide any and all requested information, documentation, etc. to BRCC 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 BRCC's right to audit or to withhold BRCC owned documents.

D. No Guarantee of Quantities.

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

2. Neither BRCC nor the Using Agency obligates itself to contract for or accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

Attachment B, Special RFP Terms and Conditions

I. Project-Specific Definitions

- A. **Application Programming Interface (API)** means a set of defined rules and protocols that allows an interface to transmit data between software programs.
- B. **BRCC** means Baton Rouge Community College.
- C. **Budget Management Report** means a document of all monthly billing that includes a recap of the full scope of work, deliverables achieved each month that correspond to delivered invoices, past progress, and anticipated future costs.
- D. **Communications Management Plan** means A plan which describes how all project deliverables and content development are planned and delivered to BRCC, and how the Contractor will request feedback and incorporate multiple iterations in response to feedback, subject to approval by BRCC, which shall include methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, and timing for dissemination of materials.
- E. **Content** means any textual, aural, or visual content published on the website and mobile application, i.e., any creative element, for example, text, animation, images, data, audio, and video.
- F. **Content Management System (CMS)** means Development and setup of a robust, user-friendly CMS with tiered approval levels for web management staff and college users. The content management system will allow for website scalability, empowering BRCC staff to maintain and update the website efficiently.
- G. **Dashboard** means an easy to read, real-time user-interface, showing a graphical presentation of the current status and historical trends of key performance metrics and data related to a website and mobile app's performance and marketing efforts that allows Users to monitor and analyze the effectiveness of the website, mobile application, and marketing strategies in real-time.
- H. **Focus Group** means a group of people assembled that represent identified Key Audiences to participate in a guided discussion about the website and mobile application before the deliverables are released.
- I. **Initial Transition Management Plan** means describes the transition of website management and mobile application from current vendor to the Contractor, if applicable, will be facilitated.
- J. **Key Audiences ("Audiences")** means the key individuals and groups of individuals for which the website and mobile application is intended to reach.
- K. **Key Performance Indicators (KPI)** means quantifiable metrics used to evaluate success.
- L. **Louisiana Community and Technical College System (LCTCS)** means the operating system and board that manages thirteen public two-year institutions in the State of Louisiana.
- M. **Monitoring Results Report** means a plan or report developed after monitoring to share findings, recommendations, and steps to correct findings.
- N. **Operating System** means type of software that supports a computer's basic functions and provides a platform for other software to run on.
- O. **Project Management Plan** means a project and communication plan to serve as the guiding project development and support document or project management tool composed of all activities, the links between them, priorities, expected outputs, time frames, anticipated difficulties, and those responsible for carrying out each activity. This should include processes and procedures to manage and control changes to the plan and how critical issues are escalated appropriately and resolved in a timely manner.
- P. **Search Engine Marketing (SEM)** means digital marketing strategy that aims to increase a website's visibility in search engine results pages through paid advertising.
- Q. **Search Engine Optimization (SEO)** means improving a website's visibility in organic (non-paid) search engine results.

- R. **Service Level Agreement (SLA) for Uptime** means the vendor must offer a Service Level Agreement (SLA) guaranteeing a website uptime of at least 99.9%, accounting for maintenance windows.
- S. **Staging Site** means a fully operational version of the website that can be used for quality control and during the testing periods.
- T. **User Engagement Plan** means A plan that describes processes and procedures for how the Contractor will engage with the Key Audiences and Users, including tasks, questions, format, and how results will be delivered for Focus Groups and User Feedback and Testing.
- U. **User Feedback and Testing** means a process allowing Users to test the current website and the redesigned website and mobile app in multiple browser types as it will be delivered in which the Contractor will document any performance or outcome issues to correct before production.
- V. **Web Application Firewall (WAF) Protection** means the website must be protected by a robust Web Application Firewall (WAF) to safeguard against common web vulnerabilities and attacks. The WAF should be configurable to meet evolving security needs and include features such as real-time threat detection, automated blocking of malicious traffic, and custom rule sets for enhanced security.
- W. **Website and Content Management System (CMS)** means is a software content management system (CMS) specifically for web content. It provides website authoring, collaboration, and administration tools that help College users with little knowledge of web programming languages or markup languages create and manage website content.
- X. **Website Hosting** means underlying infrastructure to house the website and mobile application so that it can be hosted/deployed.

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

- A. 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>.
- B. 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 or percentage value of each subcontract.
- C. During the term of the Contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.
- D. In RFPs requiring the compliance of a good faith subcontracting plan, BRCC may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.
- E. In performing its evaluation of proposals, BRCC reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

- F. If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.
- G. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.
- H. The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.
- I. The rules for the Veteran Initiative (LAC 19:IX Chapters 11 and 13) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.
- J. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.
- K. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.
- L. This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

Attachment C, Scope of Work

A. Scope of Work

Project Overview:

The Contractor shall develop Baton Rouge Community College's new website creating a dynamic and user-friendly online platform to enhance the college's digital presence. The primary goal is to provide a modern, responsive, and accessible website that effectively communicates information, engages the community, and supports the college's mission.

Project Objectives:

- Strategic Design and Brand Alignment: Develop a bold, easily understandable, and responsive design aligned with BRCC's branding guidelines to reinforce the institution's mission as a preferred employer globally, fostering excitement and encouraging user action.
- Optimized Information Architecture: Create a new information architecture that quickly connects with various audiences, including prospective students, current students, employer/industry partners, faculty/staff, community members, and media, ensuring seamless accessibility to information.
- Enhanced Prospective Student Experience: Streamline key conversion points for prospective students, including "Apply Now," "Search for Classes," "Register for Classes," "Request More Information," and "Live Chat," reducing friction and enhancing the overall user experience.
- Revised Look and Feel: Redesign the website to represent BRCC as the first choice for students and employers, reflecting a revised look and feel that aligns with the college's reputation.
- Student Conversion and Retention: Address the primary business objective of attracting and converting website visitors into students while increasing the retention percentage of existing students by providing key information and student support services in an accessible and easy to find format. Demonstrate the value students receive through a modern and differentiated online experience.
- Forward-Thinking and Mobile-Friendly Design: Ensure the website is forward-thinking and mobile-friendly, aligning with current industry trends and user preferences.
- Strategic Plan Alignment: Support the goals of BRCC's Strategic Plan, emphasizing enrollment, student support, high-wage earning job placement opportunities, increased workforce partnerships, and community engagement.

Work Functions:

- Analyze the current website, identifying strengths, weaknesses, and improvement opportunities.
- Collaborate with stakeholders to gather requirements, including content needs, functionality, and design preferences.
- Develop a comprehensive information architecture and user experience (UX) design to guide the website's structure and navigation.
- Create responsive web designs adaptable to various devices and screen sizes.
- Implement an accessible design to comply with ADA and WCAG guidelines.
- Develop and integrate custom features, such as event calendars, news feeds, and interactive forms.
- Migrate existing content to the new website, ensuring data accuracy and consistency.
- Assist and consult with content revisions and creation.
- Conduct thorough testing of the website's functionality, performance, and security.
- Provide post-launch support to address any issues and make necessary adjustments.

Reporting and Meetings:

- Submit regular progress reports to the Project Manager, detailing completed tasks, upcoming milestones, and any issues encountered.
- Schedule monthly virtual and in-person (as needed) status meetings and or reports to discuss project progress, address concerns, and ensure alignment with the college's expectations.

Technical Requirements:

- Ensure website compatibility with commonly used web browsers and devices.
- Implement data security measures through encryption protocols and regular security updates.
- Establish a reliable backup system to safeguard against data loss.
- Incorporate a robust content management system (CMS) that allows for easy updates and scalability.

Evaluation Criteria:

- Successful completion of all project objectives and deliverables.
- Adherence to project timelines and milestones.
- Compliance with ADA and WCAG guidelines for accessibility.
- User acceptance testing results.
- Overall satisfaction of Baton Rouge Community College with the final website.

Project Timeline:

- The project is expected to be completed within 8-12 months.

B. Task and Services

The following tasks and services form the backbone of the website redesign project, aimed at creating a dynamic, user-friendly, and strategically aligned digital presence for BRCC. The Contractor will be expected to approach these tasks with a blend of technical expertise, creative design, and strategic insight, ensuring the new website meets both the current needs and future aspirations of BRCC.

List of Tasks and Services:

Website Design and Brand Integration:

- Develop a responsive, intuitive, and visually appealing website design.
- Ensure design alignment with BRCC branding guidelines and mission.
- Create design elements that stimulate user engagement and prompt action.

Information Architecture Development:

- Design a user-friendly information architecture.
- Ensure easy accessibility of information for diverse audience groups.
- Organize content to facilitate quick and efficient navigation.

User Experience Enhancement:

- Optimize the website interface for prospective and current students.
- Streamline user interaction points such as application processes, class searches, registrations, and information requests.
- Incorporate features like live chat to enhance user engagement.

Visual and Aesthetic Overhaul:

- Update the website's visual style to reflect BRCC's reputation as the preferred training in a global market place, and the best value in higher education in Louisiana.
- Create a distinctive and modern look that differentiates BRCC from competitors.

Conversion Rate Optimization:

- Implement strategies to attract and convert website visitors into students.
- Focus on increasing the retention rates of existing students.
- Utilize design and functional elements to showcase BRCC's value proposition.

Mobile Compatibility and Responsive Design:

- Ensure the website is mobile-friendly and adaptable across various devices.
- Test and optimize for best performance on different screen sizes and platforms.

Strategic Plan Support and Community Engagement:

- Align website content and features with BRCC's Strategic Plan goals.
- Develop sections or features to promote workforce partnerships and job placement opportunities.
- Highlight BRCC's contributions and value to the Capital Region community.

Market Analysis and Competitive Positioning:

- Conduct a thorough market analysis to understand BRCC's position and opportunities.
- Analyze competitive landscape to inform website design and functionality.

Performance Monitoring and Analytics:

- Implement tools for tracking website performance and user behavior and other important analytics.

Content Management and Scalability:

- Incorporate a robust content management system (CMS) that allows for easy updates and scalability.
- Ensure the CMS is user-friendly and supports BRCC staff in content management.
- Ensure the CMS is user-friendly and has tiered approval levels for web management staff and college users

Accessibility and Compliance:

- Ensure website compliance with accessibility standards and legal requirements.
- Perform regular audits to maintain accessibility standards.

Training and Support:

- Provide training to BRCC staff on managing and updating the website.
- Offer ongoing technical support and maintenance services.

Search Engine Optimization (SEO):

- Implement SEO best practices to improve the website's visibility in search engines.
- Continuously update SEO strategies based on evolving best practices and algorithms.

Seamless Integration with Existing Student Information System:

- Integrate BRCC's existing Student Information System within the new website design to ensure cohesive functionality and data consistency.
- Ensure that the integration supports key student activities.

Customization and Flexibility:

- Ensure the new website design allows for customization to accommodate future changes in the system for academic and student policies or needs at the college.
- Provide flexibility in the interface to adapt to evolving needs for the college (students, faculty, staff).

Content Review and Management:

- An audit of current content to determine relevance, accuracy, and alignment with the new website's goals.
- The audit should be based on analytics as well as content of current website and desired outcomes for new website.

Copy writing:

- In consultation with College Staff Creation of new website copy, including headlines, body text, call-to-actions, and any other written material.
- Copy should be fresh, engaging, and brand-aligned content ready for implementation.

Content Migration:

- A smooth transition of existing content to the new website without data loss or downtime.
- Integration of all content into the new website's Content Management System, ensuring proper layout and functionality.

C. Deliverables

Project Deliverables:

Below outlines the steps required as part of the project.

1. **Stakeholder Engagement Phase:** Conducting informational and fact-gathering meetings with students, faculty, staff, and appropriate external groups/partners. This should provide In-depth understanding of various stakeholder needs and expectations, critical for informing the website design and functionality.
2. **Design and Development Plan:** A comprehensive plan outlining the design and development process, including wireframes, design mockups, and a detailed project roadmap and timeline informed by stakeholder feedback. A clear visualization of the website's layout, design, and functionality, ensuring alignment with stakeholder expectations.
3. **User-Friendly Information Architecture:** Creation of an intuitive website structure that simplifies navigation and information discovery for diverse user groups. It should enhanced user engagement and satisfaction, with easy access to relevant information.
4. **Content Review and Management:** Review of existing content and development of a content management strategy. Determination of content to keep, update, or remove, and a plan for ongoing content management. This step may include copy writing or suggesting new content for website including SEO-optimized copy. BRCC objective is to have fresh, engaging, and relevant content that aligns with BRCC's messaging and SEO objectives.
5. **Content Migration:** Transition of existing and new content to the new website. All content is accurately and effectively migrated to the new CMS, with legacy content updated, deleted, or archived as necessary.
6. **Enhanced Student Experience Features:** Integration of features such as application processes, class searches, registrations, information requests, and live chat and AI features. Smoother and more efficient user interaction, leading to higher enrollment conversion rates and improved student experience.
7. **SEO and Analytics Setup: Deliverable:** Implementation of SEO strategies and analytical tools to track website performance. Improved search engine rankings and acquisition of insightful user data for ongoing optimization.
8. **Student Information System Integration:** Seamless integration of BRCC's existing Student Information System with the new website. Efficient and secure access to student-related functionalities and information, enhancing the academic experience.
9. **Content Management System (CMS):** Development and setup of a robust, user-friendly CMS with tiered approval levels for web management staff and college users. The content management system will allow for and website scalability, empowering BRCC staff to maintain and update the website efficiently. Wordpress content managements systems will not be accepted.
10. **Training and Support Documentation:** Provide of training sessions and support documentation for BRCC staff.
11. **Accessibility and Compliance Audit:** Ensuring the website adheres to all required standards and regulations, making it accessible to all users.

12. **Performance and Security Testing:** A fast, reliable, and secure website, providing a safe and efficient user experience.
13. **Regular Progress Reports:** Bi-weekly progress reports or meetings detailing milestones, issues, and updates throughout the project.
14. **Responsive and Brand-Aligned Website:** Development of a fully functional, responsive website that aligns with BRCC's brand guidelines.

D. Technical Requirements

1. **Data Backup and Recovery Strategy:** The Contractor must implement a comprehensive data backup and recovery strategy, ensuring the website's data is backed up on a nightly basis for short-term recovery, weekly for medium-term recovery, and monthly for long-term archival. The strategy should include details on data storage locations, encryption of backups, and a tested recovery process to minimize downtime in case of data loss.
2. **Web Application Firewall (WAF) Protection:** The website must be protected by a robust Web Application Firewall (WAF) to safeguard against common web vulnerabilities and attacks. The WAF should be configurable to meet evolving security needs and include features such as real-time threat detection, automated blocking of malicious traffic, and custom rule sets for enhanced security.
3. **Service Level Agreement (SLA) for Uptime:** The Contractor must offer a Service Level Agreement (SLA) guaranteeing a website uptime of at least 99.9%, accounting for maintenance windows.
4. **Firewall Configuration Flexibility:** The provided firewall solution must include the ability to customize security settings, including the capability to restrict or allow traffic based on geographic location. This feature should be easily manageable by BRCC's technical team, with support provided by the vendor as necessary.
5. **Version Control and Content Retrieval Capability:** The Content Management System (CMS) must be equipped with a version control system that allows for the tracking and retrieval of all iterations of published content. This system should enable administrators and authorized users to access a complete history of content changes, compare different versions, and restore previous versions when necessary. Additionally, the CMS should provide an intuitive user interface for version history navigation, ensuring seamless access to the content repository, with timestamped records of who made each change and when. This feature is essential for content auditing, compliance, and maintaining the integrity of published information.
6. **Designated Technical Support Contacts:** The Contractor must provide direct access to designated technical support contacts. These contacts should include roles such as a project manager, technical lead, and customer support representative, available for prompt assistance during agreed-upon hours.
7. **Update Notification Protocol:** BRCC must receive timely email notifications regarding any updates, maintenance schedules, or significant changes affecting the website. This protocol should include pre-update briefings, immediate post-update confirmations, and a channel for feedback or issue reporting.
8. **Training and Documentation:** Comprehensive training for BRCC staff on managing and updating the website, along with detailed documentation covering the website's architecture, features, and maintenance procedures.

E. Project Requirements

Project Requirements for the Contractor and BRCC Project Managers:

1. Project Management Responsibility:

- Contractor: Responsible for overall project management, including coordination of tasks, adherence to agreed upon timelines, and quality control of deliverables.

- **BRCC:** Assign a dedicated project manager to liaise with the Contractor, to provide oversight, and to facilitate internal coordination.

2. Progress and Time Reporting:

- **Contractor:** Provide bi-weekly progress reports detailing work completed, milestones achieved, and any deviations from the timeline.
- **BRCC:** Review bi-weekly progress reports, provide feedback, and ensure project alignment with institutional goals.

3. Issue Management and Control:

- **Contractor:** Establish a system for identifying, tracking, and resolving issues. Report any major issues to BRCC immediately or through bi-weekly meetings/reports.
- **BRCC:** Collaborate with the Contractor in issue resolution and decision-making, ensuring minimal impact on project timelines and deliverables.

4. Project Staffing and Organization:

- **Contractor:** Provide a detailed staffing plan, including the roles and responsibilities of each team member. Ensure staff have the necessary skills and experience.
- **BRCC:** Approve the Contractor's staffing plan and provide access to BRCC personnel as needed for consultations or information sharing.

5. Resources Provided by BRCC:

- **BRCC:** Supply necessary documentation, access to existing systems (e.g., SIS, CMS), and other resources as required.

6. Resources Provided by the Contractor:

- **Contractor:** Utilize their own tools, software, and equipment necessary for the project. Provide access to any proprietary systems or resources used in the project.

7. Quality Assurance and Testing:

- **Contractor:** Implement a comprehensive quality assurance process, including regular testing of the website for functionality, performance, and security.
- **BRCC:** Participate in the testing process, particularly during the user acceptance testing (UAT) phase.

8. Training and Documentation:

- **Contractor:** Provide training to BRCC staff on managing and updating the website. Deliver complete documentation on the website's architecture, CMS, and maintenance procedures.
- **BRCC:** Coordinate the training sessions for relevant staff and ensure documentation is distributed and understood.

9. Compliance and Accessibility:

- **Contractor:** Ensure the website complies with all relevant legal standards, including accessibility guidelines.
- **BRCC:** Provide guidance on specific compliance requirements relevant to BRCC and review the website for compliance.

10. Stakeholder Engagement:

- **Contractor:** Engage with BRCC stakeholders as outlined in the project plan, incorporating their feedback into the website design and functionality.
- **BRCC:** Facilitate access to stakeholders, including scheduling meetings and focus groups.

11. Post-Launch Support:

- **Contractor:** Provide post-launch technical support and maintenance services for an agreed-upon period, at least six months.

- BRCC: Coordinate with the contractor for any post-launch issues or updates.

12. Budget and Financial Reporting:

- Contractor: Provide detailed financial reports and invoices, including expenditures and budget alignment.
- BRCC: Monitor project spending, ensuring it stays within the allocated budget.

13. Confidentiality and Data Security:

- Contractor: Adhere to confidentiality agreements and data security protocols.
- BRCC: Ensure proper data governance policies are in place and communicated to the Contractor.

Attachment D, RFP Evaluation Plan

I. Initial Responsiveness

Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions.

II. Mandatory Minimum Requirements

Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

| Requirement | Evaluation |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| The Proposer must have been in continuous operation with a focus on web design and development for at least seven years as of the RFP issue date. | Pass/Fail |
| A minimum of three verifiable references from clients served within the last three years where the Proposer has successfully delivered web design and development services. These references should specifically attest to the Proposer's quality of work, timeliness, efficiency, and response to client communications. | Pass/Fail |
| Documented proficiency in modern web technologies, with at least five distinct projects in the past three years utilizing AI, HTML5, CSS3, JavaScript, and contemporary CMS platforms. <ul style="list-style-type: none"> • Provide a portfolio of at least five distinct projects completed in the past three years. • For each project, include a brief overview, highlighting the use of AI, HTML5, CSS3, JavaScript, and any contemporary CMS platforms. • Include links to the live projects, if available, or provide screenshots. • Discuss the role played in each project and the specific technologies used. • If projects were team efforts, clarify the applicant's specific contributions. • Testimonials or references from project stakeholders or clients can add credibility. | Pass/Fail |
| Demonstrable experience with responsive web design, with evidence of at least five websites that perform seamlessly on various devices and screen sizes. <ul style="list-style-type: none"> • Present a minimum of five examples of websites designed to be responsive. • Show evidence that these sites perform seamlessly on various devices (desktop, tablet, mobile) and screen sizes by providing: • Screenshots of the websites on different devices or using responsive design testing tools. • Links to the live websites so their responsiveness can be tested directly. • Explain the responsive design strategies used. • Include any analytics or performance reports that demonstrate the sites' effectiveness across different devices. • Testimonials or feedback from users or clients regarding the responsive nature of the sites could be beneficial. | Pass/Fail |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <p>Proof of previous work that meets or exceeds WCAG 2.1 AA standards, with at least three examples of accessible websites designed in the last two years.</p> <ul style="list-style-type: none"> • Submit URLs for at least three accessible websites designed within the last two years. • Include a brief description of accessibility features implemented in each website, aligned with WCAG 2.1 AA criteria. | Pass/Fail |
| <p>A record of at least five projects in the past three years that have implemented secure web design practices, with no security breaches occurring as a result of design flaws. For each project:</p> <ul style="list-style-type: none"> • Provide a brief description outlining the secure design practices implemented (e.g., HTTPS, data encryption, SQL injection prevention, etc.). • Mention any security frameworks or guidelines followed (like OWASP Top Ten). • Evidence that no security breaches have occurred due to design flaws: <ul style="list-style-type: none"> • Submit security audit reports or certifications for each project. • If possible, include statements from third-party security evaluators or clients confirming the absence of breaches. • The record should be factual, with verifiable evidence to back up the claims. | Pass/Fail |
| <p>A portfolio demonstrating the UX/UI design team’s ability, with at least five examples of user-centric designs for academic institutions, showcasing intuitive navigation, clear information hierarchy, and aesthetic appeal.</p> | Pass/Fail |
| <p>Detailed strategy for content migration that the Proposer has successfully implemented in at least three large-scale website migrations, ensuring zero data loss and minimal disruption.</p> | Pass/Fail |
| <p>Evidence of SEO strategies implemented on at least five projects in the past three years, with documented results showing improvement in search rankings and organic traffic growth.</p> | Pass/Fail |
| <p>Demonstrated use of analytics tools in at least five projects to track and report on website performance, including documented outcomes of data-driven improvements.</p> | Pass/Fail |
| <p>Demonstrable experience with managing large-scale copywriting efforts for website projects, with at least five examples of comprehensive content strategies for clients. These examples should highlight your ability to coordinate copywriting efforts, ensuring consistent and coherent messaging and tone.</p> | Pass/Fail |

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions.

III. Technical Factors

Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. The following Technical Criteria are of importance and relevance to the evaluation of this RFP and will be used by BRCC’s Evaluation Committee in the evaluation of the technical proposal:

| Factor | Points Possible |
|-----------------------------------|-----------------|
| Company Background and Experience | 15 |
| Approach and Methodology | 30 |
| Proposed Staff Qualifications | 18 |
| Technical Total: | 63 |

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to 50% of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.

IV. Cost

Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated. The following financial criteria will be evaluated: Total Cost for Deliverables.

Prices proposed by the Proposers shall be submitted on the Price Schedule. The Price Schedule is available in Attachment H, Proposal, Part 3: Financial Proposal. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer’s computed cost score will be based on the cost information provided in Price Schedule Attachment and computed as follows:

$$CCS = (LPC/PC \times FPP)$$

- Where:
- CCS = Computed cost score (points) for Proposer being evaluated
 - LPC = Lowest proposed cost of all Proposers
 - PC = Total cost of Proposer being evaluated
 - FPP = Financial Proposal Points

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

Twelve percent of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- A.** If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to 12% of the total evaluation points in this RFP.
- B.** If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to 10% of the total evaluation points in this RFP.
- C.** If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

- D. The total number of points awarded pursuant to this Section shall not exceed 12% of the total number of evaluation points in this RFP.

VI. Evaluation Summary

| Stage | Points Possible |
|------------------------------------------|------------------------|
| Technical Criteria Evaluation | 63 |
| Cost Evaluation | 25 |
| Veteran and Hudson Initiative Evaluation | 12 |
| Total: | 100 |

VII. Award Selection

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

Attachment E, Sample Contract

1.0 Contract

Be it known, that effective upon approval by Baton Rouge Community College (hereinafter sometimes referred to as "BRCC") and (Contractor Name) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2.0 Term of Contract

This Contract shall begin on October 1, 2024, and shall end on September 30, 2025, unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of BRCC and acceptance of the Contractor, this Contract may be extended for two 12 month periods at the same prices, terms, and conditions. Total contract time may not exceed 36 months.

3.0 Statement of Work

The Contractor hereby agrees to furnish the following services as detailed in the **Statement of Work** attachment.

4.0 Payment Terms

BRCC shall pay the Contractor a maximum amount of \$_____ per year in accordance with the **Price Schedule** Attachment. The Contractor may invoice BRCC monthly at the billing address designated by BRCC. Payments will be made by BRCC within approximately 30 days after receipt of a properly executed invoice, and approval by BRCC. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment will be made only upon approval of the Director of Purchasing.

4.1. Late Payments

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

4.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

5.0 Taxes

The Contractor agrees that all applicable taxes are included in the **Price Schedule** Attachment to this Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. BRCC reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification.

6.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

If the Contractor proposed a good faith subcontracting plan, BRCC, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

7.0 Termination

BRCC has the right to terminate this 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 State of Louisiana; (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 BRCC; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

7.1. Termination for Cause

BRCC may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that BRCC shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BRCC may, at its option, place the Contractor in default and this 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 BRCC to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

7.2. Termination for Convenience

BRCC may terminate this 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. BRCC 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.

7.3. Termination for Non-Appropriation of Funds

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

8.0 Contract Modifications

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

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

9.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of BRCC. If applicable, all software and customizations developed under this Contract are the property of BRCC. Contractor, at its expense, shall deliver this property to BRCC at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by BRCC.

10.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by BRCC shall remain the property of BRCC. Contractor, at its expense, shall return this property to BRCC at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by BRCC.

11.0 Use of State Property

Any property of BRCC furnished to the Contractor shall, unless otherwise provided herein, or approved by BRCC and/or Using Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of BRCC and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to BRCC and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of BRCC, the Contractor shall notify BRCC thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to BRCC and/or Using Agency all property of BRCC and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12.0 State Project Manager

BRCC shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of BRCC and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

13.0 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14.0 Warranties

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

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

The Contractor further warrants that it has the right to provide and or license its product to BRCC and that it will operate in accordance with this Contract. In the event of a material failure of the 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 this Contract that results in the termination of this Contract for cause by BRCC, BRCC will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against BRCC, alleged to arise out of or be related to this Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. BRCC may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. The Contractor shall obtain BRCC's written consent before entering into any settlement or dismissal.

16.0 Liability and Indemnification

16.1. Contractor Liability

The Contractor shall be liable without limitation to BRCC for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

16.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. BRCC shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

16.3. Indemnification

The Contractor shall fully indemnify and hold harmless BRCC, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or

subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the BRCC's act or failure to act.

16.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless BRCC, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by BRCC.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for BRCC the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide BRCC monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon BRCC's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

16.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall BRCC be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6. 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 BRCC, then, upon notice to the Contractor, BRCC 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.

17.0 Insurance

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

The Contractor shall furnish BRCC with certificates of insurance effecting coverage(s) required by this contract in accordance with the **Insurance Requirements for Contractors** Attachment. 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 BRCC before work commences. BRCC reserves the right to require complete certified

copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in the **Insurance Requirements for Contractors** Attachment for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

18.0 Licenses and Permits

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

19.0 Severability

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

20.0 Subcontractors

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

21.0 Substitution of Personnel

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to BRCC for approval prior to any personnel substitution. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

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

22.0 Assignability

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to BRCC. BRCC will continue to pay the Contractor and will not be obligated to direct payments to the assignee until BRCC has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Contract by assignment, novation, or otherwise, with prior written consent of BRCC. BRCC's written consent of the transfer shall not diminish BRCC's rights or the Contractor's responsibilities and obligations.

23.0 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 this Contract. The Contractor agrees to immediately notify BRCC if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

24.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to BRCC's operation which are designated confidential by BRCC and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BRCC. The identification of all such confidential data and information as well as BRCC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BRCC in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by BRCC to be adequate for the protection of BRCC's confidential information, such methods and procedures may be used, with the written consent of BRCC, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

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

25.0 Contract Controversies

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673, as applicable.

26.0 Right to Audit

The State Legislative auditor, federal auditors and internal auditors of Baton Rouge Community College Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

27.0 Data/Record Retention

The Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer.

28.0 Sanitization of State Data/Records in Contractor's Custody

The Contractor shall sanitize BRCC data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to BRCC's contract monitor.

29.0 Contractor's Certification of No Federal Suspension or Debarment

The 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 this Contract and debarment from future Contracts.

30.0 Contractor's Cooperation

The Contractor has the duty to fully cooperate with BRCC and provide any and all requested information, documentation, etc. to BRCC when requested. This applies even if this Contract is terminated and/or a lawsuit is

filed. Specifically, the Contractor shall not limit or impede BRCC's right to audit or shall not withhold BRCC owned documents.

31.0 Security

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

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/ots/about-us/infosec/>.

The Contractor is responsible for promptly reporting to BRCC any known breach of physical or information security.

31.1. 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.

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 BRCC information technology systems or networks. Examples would include but not be limited to BRCC-issued laptops, VPN credentials to access the BRCC network, badging to access the BRCC's telecommunications closets or systems, or permissions to maintain or modify IT systems used by BRCC. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

32.0 Commencement of Work

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

33.0 Compliance with Civil Rights Laws

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

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

34.0 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.

35.0 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.

36.0 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).

37.0 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.

38.0 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.

39.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

BRCC reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

40.0 Prohibited Use of Funds

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

41.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

42.0 Headings

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

43.0 Governing Law

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

44.0 Complete Contract

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

45.0 Order of Precedence

The Request for Proposals (RFP) [Enter RFP #], dated [RFP Posted Date], addenda thereto, and the Contractor's Proposal dated [Proposal Signed Date], are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

IN WITNESS WHEREOF, the parties have executed this Contract.

[Contractor Name] SIGNATURE:

BATON ROUGE COMMUNITY COLLEGE SIGNATURE:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Insurance Requirements for Contractors Attachment

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

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

2. **Commercial General Liability**

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

3. **Automobile Liability**

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

a. BRCC, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to BRCC.

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to BRCC. Ten-day written

notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify BRCC of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of BRCC to require proof of compliance, or BRCC's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against BRCC for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to BRCC, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

Baton Rouge Community College
201 Community College Dr,
Baton Rouge, LA 70806
Contract #:

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and

employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

Attachment F, Protest Information

This attachment is intended to provide Proposers with an overview of the State's protest law, procedures, and requirements, which may be updated and amended without notice. Proposers filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Any person aggrieved in connection with this RFP or the specifications contained therein has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the BRCC Director of Purchasing at least two days prior to the proposal opening date.

Any person aggrieved by a proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the BRCC Director of Purchasing, within 14 days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

Attachment G, Hard Copy Proposal Submittal

I. Hard Copy Proposal Submittal

- A. Proposers must submit their proposal via Hard Copy to Baton Rouge Community College.
- B. The Financial Proposal should be sealed separately from the Technical Proposal and should be clearly marked as "Financial Proposal". The Technical and Financial Proposals may be submitted in the same package.
- C. Proposals may be mailed or delivered by hand or courier service to Baton Rouge Community College physical location at:

Bland Washington
Baton Rouge Community College
201 Community College Dr., Baton Rouge, LA 70806
- D. Proposers should be aware of security requirements for the BRCC Administrative Building and allow time to be photographed and presented with a temporary identification badge.
- E. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location. BRCC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.
- F. **Important:** Clearly mark outside of envelope, box or package with the following information:
 - 1. Proposal Name
 - 2. Solicitation Number
 - 3. Proposal opening date and Time

II. Number of Copies of Hard Copy Proposals

- A. The Proposer shall submit one signed (containing signature(s) of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization) original hard copy and two numbered copies of the Technical Proposal and one original copy of the Financial Proposal which should be packaged and sealed separately from the Technical Proposal and marked as Financial Proposal. Signed originals should be clearly marked "original".
- B. The Proposer should submit one USB flash drive containing all parts from Attachment H, Proposal.
 - 1. All parts should be saved as individual files in Microsoft Word or portable document format (.pdf).
 - 2. All subparts of Part 2: Technical Proposal should be saved as individual files.
 - 3. All individual files should be clearly labeled with the part or subpart.
 - 4. The Financial Proposal should be saved in Microsoft Word format.
 - 5. A redacted copy of the proposal, if applicable, should be saved in portable document format (.pdf).

III. Hard Copy Proposal Response Format

- A. Hard Copy Proposals submitted for consideration should use the forms in Attachment H, Proposal.

IV. Proposal Changes Prior to Proposal Opening.

- A. 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 date, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

V. Withdrawal of Proposal Prior to Proposal Opening.

- A. A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator at Baton Rouge Community College.

Attachment H, Proposal

Part 1: Proposer Information, Acknowledgements, and Certifications

I. PROPOSER INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**
 - Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Corporation

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.

- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

- C. **Company Size.** Identify the number of employees working for your company.

- D. **Ownership Structure.** Describe your company's ownership structure.

- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past five years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from BRCC. Proposer must, within 24 hours, notify BRCC of any change to Proposer's Proposal Contact.

- A. **Proposal Contact Name:**
- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**

IV. COMPANY FINANCIAL INFORMATION

Upon request of BRCC, the selected Proposer(s) shall provide financial information that will allow BRCC to ascertain the financial stability of the firm.

If a public company, the Proposer should provide their most recent audited financial report.

If a private company, the Proposer should provide a copy of their most recent internal financial statement

and a letter from their financial institution on the financial institution's letterhead, stating the Proposer's financial stability.

V. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Proposer acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- Neither Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by BRCC. If after reviewing Proposer's written explanation BRCC determines it is not in the best interest of BRCC to award Proposer a Contract, BRCC may reject Proposer's proposal.

B. Federal Suspension or Debarment.

1. 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 2 CFR §200 Subpart F "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>.

C. Non-collusion.

1. This proposal has been developed independently by Proposer and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer or supplier of Product in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Proposer or its employees or agents to any person not an employee or agent of Proposer and will not be communicated to any such persons prior to the proposal opening date.

D. Data Disclosure to Foreign Governments. (Check one of the below.)

- Proposer is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by BRCC. If after reviewing Proposer's written explanation BRCC determines it is not in the best interest of the State to award Proposer a Contract, BRCC may reject Proposer's proposal.

E. Discriminatory Boycotts of Israel.

1. In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees.
2. By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, 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. Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State 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.

F. Conflicts of Interest. (Check one of the below.)

- Proposer represents that none of its officers or employees are officers or employees of the BRCC and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of BRCC.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by BRCC. If after reviewing Proposer's written explanation BRCC determines it is not in the best interest of BRCC to award Proposer a Contract, BRCC may reject Proposer's proposal.

G. Tax Clearance. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven days of such notification.

H. Confidential, Proprietary, or Protected Information. As set forth in Attachment A, Standard RFP Terms and Conditions, if Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Part 6, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases BRCC from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

I. Understanding of the RFP. Proposer has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Proposer believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of BRCC using the process described in the RFP for asking questions or, if applicable, by filing a protest.

- J. Acceptance of Procedures.** Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

SIGNATURE

The undersigned is one of the following:

1. The Proposer, if Proposer is an individual;
2. A partner in the company, if Proposer is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Proposer is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Proposer's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Proposer, or both to suspension or debarment proceedings, as well as other remedies available to BRCC by law, including termination of any Contract awarded to Proposer.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number

Part 2: Technical Proposal

Proposer must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Proposer should provide all information necessary to demonstrate Proposer's ability to meet the requirements of this RFP and the RFP's Scope of Work.

Subpart A: Response to Mandatory Minimum Requirements

- I. Minimum Proposer Qualifications
 - A. The Proposer must have been in continuous operation with a focus on web design and development for at least seven years as of the RFP issue date.
 - B. A minimum of three verifiable references from clients served within the last three years where the Proposer has successfully delivered web design and development services. These references should specifically attest to the Proposer's quality of work, timeliness, efficiency, and response to client communications.
 - C. Documented proficiency in modern web technologies, with at least five distinct projects in the past three years utilizing AI, HTML5, CSS3, JavaScript, and contemporary CMS platforms.
 - Provide a portfolio of at least five distinct projects completed in the past three years.
 - For each project, include a brief overview, highlighting the use of AI, HTML5, CSS3, JavaScript, and any contemporary CMS platforms.
 - Include links to the live projects, if available, or provide screenshots
 - Discuss the role played in each project and the specific technologies used.
 - If projects were team efforts, clarify the applicant's specific contributions.
 - Testimonials or references from project stakeholders or clients can add credibility.
 - D. Demonstrable experience with responsive web design, with evidence of at least five websites that perform seamlessly on various devices and screen sizes.
 - Present a minimum of five examples of websites designed to be responsive.
 - Show evidence that these sites perform seamlessly on various devices (desktop, tablet, mobile) and screen sizes by providing:
 - Screenshots of the websites on different devices or using responsive design testing tools.
 - Links to the live websites so their responsiveness can be tested directly.
 - Explain the responsive design strategies used
 - Include any analytics or performance reports that demonstrate the sites' effectiveness across different devices.
 - Testimonials or feedback from users or clients regarding the responsive nature of the sites could be beneficial.
 - E. Proof of previous work that meets or exceeds WCAG 2.1 AA standards, with at least three examples of accessible websites designed in the last two years.
 - Submit URLs for at least three accessible websites designed within the last two years.
 - Include a brief description of accessibility features implemented in each website, aligned with WCAG 2.1 AA criteria.

- F.** A record of at least five projects in the past three years that have implemented secure web design practices, with no security breaches occurring as a result of design flaws. For each project:
- Provide a brief description outlining the secure design practices implemented (e.g., HTTPS, data encryption, SQL injection prevention, etc.).
 - Mention any security frameworks or guidelines followed (like OWASP Top Ten).
 - Evidence that no security breaches have occurred due to design flaws:
 - Submit security audit reports or certifications for each project.
 - If possible, include statements from third-party security evaluators or clients confirming the absence of breaches.
 - The record should be factual, with verifiable evidence to back up the claims.
- G.** A portfolio demonstrating the UX/UI design team's ability, with at least five examples of user-centric designs for academic institutions, showcasing intuitive navigation, clear information hierarchy, and aesthetic appeal.
- H.** Detailed strategy for content migration that the Proposer has successfully implemented in at least three large-scale website migrations, ensuring zero data loss and minimal disruption.
- I.** Evidence of SEO strategies implemented on at least five projects in the past three years, with documented results showing improvement in search rankings and organic traffic growth.
- J.** Demonstrated use of analytics tools in at least five projects to track and report on website performance, including documented outcomes of data-driven improvements.
- K.** Demonstrable experience with managing large-scale copywriting efforts for website projects, with at least five examples of comprehensive content strategies for clients. These examples should highlight your ability to coordinate copywriting efforts, ensuring consistent and coherent messaging and tone.

Part 2: Technical Proposal

Subpart B: Use of Subcontractors

Check one of the following:

- Proposer intends to enter into subcontractor arrangements. Proposer will complete the subcontractor worksheet found below.
- Proposer does not intend to enter into subcontractor arrangements.

Hudson/Veterans RFP Points Worksheet

1. Proposer:

Proposer should include the Subcontractor(s) Name, indicate if the Subcontractor is Hudson/Veteran certified, enter the Description of Work the Subcontractor will perform, and enter the dollar or percentage value of the Proposed Total Contract Amount which will be paid to the Subcontractor.

| 2. Subcontractor Information | | | | |
|------------------------------|--------------------|----------------|---------------------|-------------------|
| # | Subcontractor Name | Hudson/Veteran | Description of Work | Subcontract Value |
| A | | | | |
| B | | | | |
| C | | | | |
| D | | | | |
| E | | | | |
| F | | | | |
| G | | | | |
| H | | | | |
| I | | | | |
| J | | | | |

Part 2: Technical Proposal

Subpart D: Approach and Methodology

- I. Understanding and Nature of the Project:
 - A. Provide a concise summary of your understanding of this website redesign project for Baton Rouge Community College.
 - B. Detail how your proposal aligns and tailors its solutions to meet the unique needs and expectations of Baton Rouge Community College.

- II. Functional Approach to Service and Task Identification:
 - A. Clearly outline your functional methodology in delivering the requisite services. This should highlight your strategy to ensure the project's objectives are met comprehensively.
 - B. Explain your approach to identifying necessary tasks to fulfill project requirements. This may include preliminary assessments, stakeholder consultations, and any audit or review processes you plan to utilize.

- III. Project Management:
 - A. Present a detailed overview of your project management strategy, also emphasizing roles, responsibilities, and the proposed communication flow.
 - B. In overview, include tools and strategies for timeline management, communication protocols with stakeholders, and risk mitigation measures.
 - C. Provide details and information on history of managing large-scale web development projects that involve multiple stakeholders in the past five years.

- IV. Comprehensive Project Work Plan:
 - A. Provide a systematic breakdown of your approach, tying it effectively with your overarching methodology.
 - B. Detail the specific tasks and services planned at each project phase.
 - C. Enumerate all deliverables, offering clear descriptions and formats (e.g., preliminary designs, site drafts, final website).
 - D. Offer a clear, projected timeline showcasing milestones and expected completion dates for every project stage.
 - E. Discuss the team structure for the project, focusing on their roles, expertise, and relevance to this specific project. Any past experiences with similar projects or BRCC agency/higher education institution interactions should be highlighted.

- V. Innovative Concepts and Forward-Thinking Solutions:
 - A. Share novel ideas or strategies that can elevate the website redesign in areas like design, functionality, user experience, or integration capabilities.
 - B. If you're suggesting any cutting-edge technologies or tools, explain their relevance, functionality, and the potential advantages they could bring to the project.

Part 2: Technical Proposal

Subpart E: Proposed Staff Qualifications

- I. Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Part 3: Financial Proposal

Proposer must complete all required elements of this Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of this Financial Proposal may result in Proposer’s proposal being deemed non-responsive.

Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer’s completed Financial Proposal are accurate, even if formulas have been provided by BRCC as a courtesy.

Inclusion of cost or pricing information in any document other than this Financial Proposal may result in Proposer’s proposal being deemed non-responsive.

| Deliverable | Price per Deliverable | Comments |
|----------------------------------------|------------------------------|-----------------|
| Stakeholder Engagement Phase | | |
| Design and Development Plan | | |
| User Friendly Information Architecture | | |
| Content Review and Management | | |
| Content Migration | | |
| Enhanced Student Experience Features | | |
| SEO and Analytics Setup | | |
| Student Information System Integration | | |
| Content Management System (CMS) | | |
| Training and Support Documentation | | |
| Accessibility and Compliance Audit | | |
| Performance and Security Testing | | |
| Responsive and Brand-Aligned Website | | |
| Annual Support | | |
| Other (please explain) | | |
| Total Cost | | |

Part 4: Veteran Initiative and Hudson Initiative Programs

Check one or more of the following, as applicable:

- Proposer is a certified **Veterans Initiative** small entrepreneurship.
- Proposer is a certified **Hudson Initiative** small entrepreneurship.
- Proposer will engage the participation of one or more certified small entrepreneurships as subcontractor(s). Proposer will complete the subcontract worksheet with each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points.
- Proposer is not a certified Veterans Initiative or Hudson Initiative small entrepreneurship.

Part 5: Proposed Modifications to Sample Contract

BRCC may, but is not obligated to, consider proposed modifications to Attachment E, Sample Contract.

Provisions of the Sample Contract that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of BRCC using the process described in this RFP for asking questions and will be addressed only at the sole discretion of BRCC.

Proposer-specific modifications to the Sample Contract may be proposed as part of Proposer's proposal in this part but are **strongly discouraged**. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

Proposer's Proposed Modifications. (Check one of the below.)

- Proposer has no proposed modifications to Attachment E, Sample Contract.
- Proposer proposes the modifications set forth in the table below and **will submit with Proposer's proposal a redlined copy of Attachment E, Sample Contract** incorporating each proposed modification. Proposer understands, acknowledges, and agrees to comply with the following:
 - The following will not be considered by BRCC:
 - Any proposed modification not submitted in this attachment;
 - Any proposed modification not accompanied by an explanation as required in this attachment;
 - Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with Proposer's proposal;
 - Any proposed modification merely referencing another document or a URL; and
 - Any proposed modification to the following non-negotiable contract terms: Taxes, Assignability, Right to Audit, Compliance with Civil Rights Laws, Data/Record Retention, Complete Contract, Order of Precedence, Contract Modification, Governing Law, Contract Controversies, and Termination for Non-Appropriation of Funds.
 - Proposers may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Contract.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Contract:
 - **Sample Contract Section Reference:** The page, section, or paragraph in the Sample Contract that is the subject of Proposer's proposed modification.
 - **Sample Contract Language:** The language in the Sample Contract that the Proposer is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Proposer's proposed changes to the Sample Contract language including, if applicable, Proposer's proposed alternate language.
 - **Justification for Proposed Change:** Proposer's justification for the proposed change.
 - **Risk and Benefits of Acceptance:** Proposer's analysis of the risk and benefits to BRCC including quantifiable costs or cost savings—if Proposer's proposed change is accepted by BRCC.

Request for Proposals for
Website Re-Design

Solicitation Number 242501

| Sample Contract Section Reference | Sample Contract Language | Proposed Changes and Alternate Language | Justification for Proposed Change | Risk and Benefits of Acceptance |
|------------------------------------------|---------------------------------|------------------------------------------------|------------------------------------------|----------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

{Add additional rows as needed.}

Part 6: Claim of Business Confidentiality

Proposer’s Claims of Business Confidentiality. (Check one of the below.)

- Proposer is not claiming any information within Proposer’s proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- Proposer claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Proposer’s proposal a redacted copy of Proposer’s proposal**, which must be clearly marked, redacted and blacked out as such. Proposer understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Proposer:
 - **Proposal Section Reference:** The page, section, or paragraph in Proposer’s proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim and Explanation:** The basis for Proposer’s claim and explanation of how the information claimed to be confidential meets the basis for the claim.
 - Proposer shall mark each page containing confidential, proprietary, or protected information as “CONFIDENTIAL”.
 - **Proposer may not mark pricing or Proposer’s entire proposal as confidential, proprietary, or protected.**

| Proposal Section Reference | Confidential Information | Basis for Claim and Explanation |
|----------------------------|--------------------------|---------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

{Add additional rows as needed.}

Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by BRCC for purposes of determining the validity of Proposer's claim(s). Proposer understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable laws, including, but not limited to, Louisiana Public Records Law. Proposer further agrees that if Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases BRCC from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number

Part 7: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for BRCC and Contractors, BRCC intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to BRCC on request.

EFT payments are sent from the BRCC's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

| <u>Payment Type</u> | <u>Will Accept</u> | <u>Already Enrolled</u> |
|---------------------|--------------------|-------------------------|
| LaCarte | _____ | _____ |
| EFT | _____ | _____ |

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual