

**ADDENDUM #4 – 1/24/2025**  
**REVISED TIMELINE**  
**SEE PAGE 12**

## **REQUEST FOR PROPOSAL**

**Instructional Resource Operations for First Day Access  
for the Louisiana Community and Technical College System**



**Solicitation Number: 40016-11012024**

**Proposal Opening Date: ~~January 31, 2025~~ February 6, 2025**

**Proposal Opening Time: 4:00 p.m. CT**

**The Louisiana Community and Technical College System**

**November 1, 2024**

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# REQUEST FOR PROPOSAL FOR

## Instructional Resource Operations for First Day Access

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

#### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from qualified Proposers who are interested in providing Bookstore Operations and affordable First Day Access to course materials to serve the Louisiana Community and Technical College System (LCTCS or Colleges) Colleges. Each LCTCS College will adopt the awarded Instructional Resource Operations (Bookstore) Contractor during the contract period upon expiration or termination of existing contracts for physical Instructional Resource Operations or online Instructional Resource Operations, or both.

Experience, innovation, and quality of services, the cost of course materials to students, and specific contract terms will be the basis for awarding the Contract. LCTCS is serving as the lead institution to assist in the establishment of the individual Contract with LCTCS Colleges.

LCTCS is looking for a long-term partnership with an experienced Contractor who has proven operations and infrastructure and will provide innovative, state-of-the-art bookstores and course materials services that will result in the following:

- Improved affordability of course materials for LCTCS students; offering the books and course materials below competitive market rates, and giving students a way to opt out.
- Students that opt out shall not be prevented from making book store purchases using typical payment methods, including cash, check, credit card, vouchers, etc.
- Availability of course materials prior to the first day of class for LCTCS students (ideally 10 calendar days in advance of the start of the semester/session, but no later than the first day of class).
- Faculty academic freedom with respect to course materials adoption during the selection period for each term or semester.
- A business relationship founded on student success that includes transparent access to data and goals for quality improvement.
- Stable technology platform for all stakeholders.
- Provide the option of rental of course materials and a provision to buyback materials at the end of courses.

#### **1.2 Background**

LCTCS is composed of 12 community and technical colleges located on 74 campuses across the State of Louisiana. See **Attachment A – List of LCTCS College Campuses**, of this RFP. Collectively the LCTCS colleges average 1,047,042 student credit hours (SCH) over the last

three academic years (2021-2023). See **Attachment B – LCTCS Headcount, SCH and FTE by College**, of this RFP.

Organizational Structure: The LCTCS Office is based in Baton Rouge, LA. The 12 colleges are spread throughout the state of Louisiana. Each LCTCS college reports under a unique, individual Federal Employer Identification Number (FEIN). For more information visit <https://www.lctcs.edu/>.

The following is a list of the 12 colleges and their corresponding acronym:

<b>Louisiana Community and Technical College System</b>	<b>Acronym</b>
Louisiana Community and Technical College System Office	LCTCS
Baton Rouge Community College	BRCC
Bossier Parish Community College	BPCC
Central Louisiana Technical Community College	CLTCC
Delgado Community College	DCC
Fletcher Technical Community College	FTCC
Louisiana Delta Community College	LDCC
Northshore Technical Community College	NTCC
Nunez Community College	NCC
Northwest Louisiana Technical Community College	NLTCC
River Parishes Community College	RPCC
South Louisiana Community College	SoLAcc
SOWELA Technical Community College	SOWELA Or STCC

## Enrollment

The table below summarizes the LCTCS combined annual full-time equivalent enrollment, annual headcount and SCH for the last five academic years.

Year	College/ System	Annual Full- Time Equivalent	Annual Headcount	SCH
2022-2023	LCTCS	35,102	76,615	1,053,072
2021-2022	LCTCS	33,775	71,277	1,013,263
2020-2021	LCTCS	35,826	73,219	1,074,792
2019-2020	LCTCS	39,442	81,659	1,183,253
2018-2019	LCTCS	39,063	81,383	1,171,897

## Financial Aid Awards (FA)

Over the past five years, LCTCS has maintained a relatively consistent volume of financial aid awards to students. For the most recent full academic year (2022-2023), 43.4% of the total

student population (33,243 students) received financial aid. The total value of financial aid awarded was \$130.1 million.

<b>Year</b>	<b>Students receiving FA</b>	<b>Percent All Students</b>	<b>Total Amount Disbursed</b>
2022-2023	33,243	43.4%	\$ 130,190,089
2021-2022	31,506	44.0%	\$ 116,165,588
2020-2021	33,763	46.0%	\$ 123,745,263
2019-2020	38,442	44.3%	\$ 142,083,105
2018-2019	36,919	45.4%	\$ 135,072,821
2017-2018	36,068	45.1%	\$ 126,404,710

### **CURRENT OPERATIONS AND PROCESS OVERVIEW**

Each LCTCS college has a unique contract with a bookstore provider to make course materials available for student purchase. The current providers are Follett, Texas Book Company, Barnes and Noble and Akademos.

<b>Bookstore</b>	<b>Colleges with Contract</b>
Akademos	NTCC, RPCC
Barnes and Noble	CLTCC, DCC, LDCC
Follett	BPCC, FTCC, NCC, SLCC Foundation
Texas Book Company	BRCC, NLTC, SOWELA
<b>Contract Expiration Year</b>	<b>College</b>
Renewing annually	BRCC, CLTCC, FTCC, SLCC Foundation
2024	NLTCC, NTCC
2025	RPCC, SOWELA
2027	DCC
2028	LDCC
2029	BPCC, NCC

<b>Louisiana Community and Technical College System</b>	<b># of Physical Campuses*</b>
Baton Rouge Community College	8
Bossier Parish Community College	3
Central Louisiana Technical Community College	7
Delgado Community College	5
Fletcher Technical Community College	6
Louisiana Delta Community College	10
Northshore Technical Community College	8
Nunez Community College	1
Northwest Louisiana Technical Community College	4
River Parishes Community College	4
South Louisiana Community College	14
SOWELA Technical Community College	4

\*See **Attachment A – List of LCTCS College Campuses**, of this RFP for physical campus addresses

## **Academic Calendar**

Each LCTCS college has a unique academic calendar with multiple terms and parts of terms.

## **Description of Typical Bookstore Operations**

The typical campus bookstore:

- Features products and services that include, but are not limited to course materials, course related supplies, emblematic clothing and gifts, non-emblematic clothing and gifts, school supplies, general books, graduation merchandise, computer products, electronics, convenience products, etc.
- Accepts cash, personal checks, major credit cards, bank debit cards, department charges, scholarship charges/vouchers, third-party agency charges, financial aid account charges/vouchers, and bookstore gift cards.
- Supports the academic mission of LCTCS colleges by providing products and services that support campus events.
- Offers the option of the rental of course materials and a provision to buy back materials at the end of courses.
- May offer a selection of graduation products (e.g., regalia, diploma covers, announcements, etc.).

The Bookstores are required to adhere to any current/or future LCTCS college Licensing Program requirements and/or use of logos.

### **1.3 Goals and Objectives**

LCTCS seeks a state-of-the-art solution for the operation of college bookstores that will provide innovative solutions, including a first day access course material solution and services. While most LCTCS colleges require an onsite bookstore with an online presence catering to the unique needs of each LCTCS institution allowing students swift and convenient access to all the resources they may require in their courses, we look forward to the future and serving students in non-traditional ways.

Expected outcomes include, but are not limited to the following:

- In consideration of Louisiana Revised Statute 17:3129.9 (“Affordable textbooks and opened educational resources”) a convenient and affordable means for students to purchase lower cost textbooks, courseware, and course supplies through a single transaction at the lowest possible price in lieu of purchasing contents separately.
- A first day access solution that excludes courses utilizing Open Educational Resources (OERs) from fee assessment.
- A proposer who is committed to tailoring both physical and online Instructional Resource Operations to meet the specific needs of each college.
- A first day access solution for all required course materials (textbooks and required supplies as listed on course syllabus) that allows faculty the choice of adopting either digital and/or print resources during the course materials selection period for each term



or semester. The solution must support LCTCS college compliance with Federal regulations, including those which require access prior to the first day of class.

- A proposer willing to negotiate a decrease in the per-credit-hour charge for any courses higher than three credit hours.
- A first day access solution that is technologically advanced and supports a single integration via the College's Learning Management System (LMS) (currently Canvas) for implementation and ongoing maintenance and upgrades.
- Contracts shall be created between the selected proposer and the LCTCS individual colleges requiring operations resources. Some colleges may enter into contracts following the end of any current contract they are currently obligated to.
- A high-quality operation accompanied by high student satisfaction and perceived value.
- A highly motivated, customer-centered management team and workforce that provides a single point of contact (from the Contractor) to manage the relationship.
- Visibility and transparency on bookstore sales.
- Provide an efficient, user-friendly system for the adoption of textbooks (digital and print) and the ordering of course supplies and materials.
- Ensure identity of the College's brand throughout technologically advanced system for all users.
- Maintain consistent and open collaboration and communication (especially related to availability) with all stakeholders regarding the status of all textbook and course supply orders.
- A clean, well-managed and responsive bookstore operation.
- Work with the Louisiana Office of Facilities Planning and Control (FP&C) on Capital Outlay plans for on-site bookstore facility upgrades and/or renovations aesthetically aligned with each college's identity and needs.
- A Contractor that is flexible and shall respond within one business day.
- A system that is technologically advanced to allow one main point of access via the LCTCS LMS (Canvas) for students.
- A high-level of customer service including a dedicated account manager for each college and the LCTCS system representative, as well as a helpdesk for faculty, staff and students.
- Faculty Training, onboarding and ongoing support to include strategic guidance with clear instructions for faculty use of the system (material selection and use in Canvas course).
- Administrative efficiencies with data/analytics by college and system.
- Thoroughly documented and updated policies and procedures.
- Timely and accurate transaction processing backed up by industry standard service level agreements.
- Defined escalation processes to proactively manage issues.
- Financial value to the college in the form of scholarships for students (in-lieu of commission to college(s), to be set up with multiple entities as needed for each college.
- Option for student to "opt out" of First Day Access during the registration process.
- Provide refunds and exchange of purchased materials.
- Include the option of rental of course materials and a provision to buyback materials at the end of courses

The Contractor shall have the right to operate the bookstore serving LCTCS member colleges. The college administration may authorize the sale of certain items by approved vendors, student groups, or LCTCS College organizations. College foundations will be entitled to commission on

items sold, other than for course materials. Contractor may, at the colleges' request, offer discounts to college faculty and staff on purchases.

#### **1.4 Term of Contract**

The term of any contract resulting from this solicitation shall be for an initial period of 36 months to begin on or about March 1, 2025 and to end February 29, 2028, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two additional 12 month periods at the same prices, terms, and conditions. Total contract time may not exceed 60 months.

#### **1.5 Definitions**

- A. Agency- 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 – The issuance of a “Notice of Intent to Award” letter to one or more successful Proposers.
- C. Can – The term denotes a permissible action.
- D. Competitive Market Rates - priced goods are products or services that are offered at a highly competitive rate – in line with or, more commonly, below the market rate.
- E. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- F. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful proposer responding to this RFP.
- G. Course Materials – Required and recommended course materials (as per course syllabus), supplies, coursepacks, and software.
- H. Coursepacks – Required and recommended printed or virtual collections of readings assembled by teachers to supplement college and university courses.
- I. Day – A calendar day, unless explicitly identified otherwise.
- J. Deliverable – A good, product, service, solution, result, labor, or other effort being sought through this RFP.
- K. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.
- L. Instructional Resource Operations (Bookstore) – Course material services
- M. LaPAC – The Louisiana Procurement and Contract Network

- N. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- O. Must - The term denotes mandatory requirements.
- P. Proposal – A submission by the proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- Q. Proposer – A firm, venture or individual who responds to this RFP. The successful proposer responsive to this RFP is also described as the Contractor in this document.
- R. RFP – Request for Proposals, including all attachments and exhibits and any information posted by the State to the LaPAC website, as amended.
- S. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- T. Should – The term denotes a desirable action.
- U. State- 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.
- V. Will – Denotes a mandatory requirement.

#### **1.5.1 Acronyms**

- A. CSV – Comma-Separated Value
- B. DOA – Division of Administration
- C. FA – Financial Aid
- D. FEIN – Federal Employer Identification Number
- E. FERPA - The “Family Educational Rights and Privacy Act” of 1974, commonly known as FERPA, is a federal law that protects the privacy of student education records. Students have specific, protected rights regarding the release of such records and FERPA requires that institutions adhere strictly to these guidelines.
- F. FP&C – Facilities Planning & Control
- G. ISBN – International Standard Book Number
- H. LCTCS – Louisiana Community and Technical College System
- I. LMS – Learning Management System
- J. OER – Open Education Resource

K. OSP – Office of State Procurement

L. SCH – Student Credit Hour

## 1.6 Schedule of Events

Action/Event	Date & Time (CT)
RFP posted to LaPAC; and Blackout Period begins	November 1, 2024
Non-Mandatory Pre-Proposal Teleconference	November 15, 2024 (11:00 AM CT)
Deadline to receive written inquiries	November 29, 2024 (4:00 PM CT)
Deadline for LCTCS to answer written inquiries	<del>December 13, 2024</del> January 17, 2025 (11:59 PM CT)
Proposal Opening Date (Proposal Submission Deadline)	<del>January 6, 2025</del> January 31, 2025 <b>February 6, 2025</b> (4:00 PM CT)

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

## 1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with LCTCS. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2 Proposer Inquiry Periods** of this RFP.

It is the proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. LCTCS is not responsible for a proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposals may be delivered by hand or courier service to LCTCS physical location at:

LCTCS  
Attn.: Michele Nardini, RFP Coordinator  
265 S. Foster Dr.  
Baton Rouge, LA 70806  
Phone No. (225) 922-1635

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

X      **Proposal Name:**           Identify

X     **File Number:** Identify, **Solicitation Number:** Identify  
X     **Proposal Opening Date and Time:** Identify

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to LCTCS physical location. LCTCS 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.

All proposals shall be received by LCTCS **no later than the date and time shown in Section 1.6 Schedule of Events** of this RFP.

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

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

### **1.8 Proposal Response Format**

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

- A.     **Cover Letter:** The cover letter should be submitted on the proposer's official business letterhead and should exhibit the proposer's understanding and approach to the project. It should contain a summary of proposer's ability to perform the services described in the RFP and confirm that proposer is willing to perform those services and enter into a contract with the State.

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

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

**the applicable document must be submitted to LCTCS before contract award.**

4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer's vendor registration on file with LCTCS.

The cover letter should also:

- Identify the submitting proposer and provide their federal tax identification number;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the proposer to contractually obligate the proposer; and
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Company Background and Experience**: History and background of the proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
- D. **Approach and Methodology**: Illustrate and describe the proposed technical solution and compliance with this RFP's requirements. The proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment C: Price Schedule** of this RFP. Prices proposed shall be firm for the duration of the Contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the proposer wishes to have considered in the contractual arrangement with the State.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL."**

## **1.9 Number of Response Copies**

Each proposer shall submit one signed original proposal.

Each proposer should submit the following:

- Two additional copies of the proposal
- One redacted copy of the proposal, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP)
- One “searchable” electronic copy of the proposal on two separate USB flash drives. The searchable electronic copy should be provided as one file.
- One electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP). The electronic redacted copy should be provided as one file.

### 1.10 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.

### 1.11 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

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

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

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Non-Mandatory Pre-Proposal Teleconference**

A Non-Mandatory Pre-Proposal Teleconference will be held via Zoom beginning at **11:00 AM (CT) on November 15, 2024**. Prospective proposers are asked to participate in the teleconference to obtain clarification of the requirements of this RFP and to receive answers to relevant questions as well as final details.

Zoom Link <https://zoom.us/j/92272140262>

Call in Phone Number: 1-877-810-9415

Meeting Access Code: 6499147

Although impromptu questions will be permitted and spontaneous answers will be provided during the Pre-Proposal Teleconference, the only official answer or position of LCTCS will be stated in writing in response to written questions via an addendum to this RFP



### 1.12.2 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant section of this RFP (even if an answer has already been given to an oral question during the Non-Mandatory Pre-Proposal Teleconference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by LCTCS. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this RFP shall be delivered to LCTCS's contact person for this RFP, Michele Nardini by mail, express courier, e-mail, hand, or fax:

**LCTCS**  
**Attn.: Michele Nardini, RFP Coordinator**  
**265 S. Foster Dr.**  
**Baton Rouge, LA 70806**  
**Phone No. (225) 922-1635**

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

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

Any person aggrieved in connection with 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 LCTCS Procurement Director at least two days prior to the deadline for submitting proposals.

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

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on OSP's website under Vendor Resources at:

<https://www.doa.la.gov/doa/osp/vendor-resources/>

### **1.12.3 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 LCTCS employee or Contractor of LCTCS involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to LCTCS employees, but also to any Contractor of LCTCS. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2 Proposer Inquiry Periods** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this RFP'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, LCTCS and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may LCTCS and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

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

Any costs associated with the 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 LCTCS 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 this RFP.

### **1.13 Errors and Omissions in Proposal**

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

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

#### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP

#### **1.15 Performance Bond**

NOT REQUIRED FOR THIS RFP

#### **1.16 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP

#### **1.17 Changes, Addenda, Withdrawals**

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

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

#### **1.18 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator identified in **Section 1.12.2 Proposer Inquiry Periods** of this RFP.

#### **1.19 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 LCTCS pursuant to this RFP.

#### **1.20 Waiver of Administrative Informalities**

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

#### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by LCTCS to award a contract. LCTCS reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of LCTCS to do so. Further, LCTCS reserves the right to cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the LCTCS Board of Supervisors.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of 5% or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

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

### **1.22 Ownership of Proposal**

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

### **1.23 Cost of Offer Preparation**

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

### **1.24 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to Taxes, Assignment of Contract, Audit of Records, EEOC and ADA Compliance, Record Retention, Content of Contract/Order of Precedence, Contract Changes, Governing Law, Claims or Controversies, and Termination for Non-Appropriation of Funds.

### **1.25 Taxes**

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

### **1.26 Proposal Validity**

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

### **1.27 Prime Contractor Responsibilities**

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

### **1.28 Use of Subcontractors**

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

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

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

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

LCTCS, 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 LCTCS objectives; however, LCTCS reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. LCTCS may adjust the original scores based upon information received in the presentation, using the original evaluation criteria.

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

Written or oral discussions or presentations for clarification may be conducted to enhance LCTCS's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a Contract ensues. Failure of the successful proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

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

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

The LCTCS 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.

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

The committee may reject any or all proposals if it is considered in the best interest of LCTCS.

#### **1.32.1 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. LCTCS 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.

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

LCTCS reserves the right to conduct a BAFO with one or more proposers determined by the evaluation committee to be reasonably susceptible of being selected for an 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 LCTCS in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

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

#### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible proposer whose proposal is most advantageous to LCTCS needs, price and other evaluation factors set forth in this RFP considered, does not agree to a Contract, that proposal shall be rejected and LCTCS may negotiate with the next most advantageous responsible proposer.

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

#### **1.35 Contract Award and Execution**

LCTCS reserves the right to enter into a Contract without further discussion of the Proposal submitted based on the initial offers received.

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the Sample Generic Contract in **Attachment D** of this RFP and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The mandatory terms and conditions including but not limited to those contained in **Section 1.24 Non-negotiable Contract Terms** of this RFP are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds 30 days or if the selected proposer fails to sign the contract within **seven calendar** days of delivery of it, LCTCS may elect to cancel the award and award the contract to the next most advantageous responsible proposer.

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

LCTCS intends to award to a single proposer.

#### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, the LCTCS Procurement Office will issue a "Notice of Intent to Award" letter to the apparent successful proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract.

The LCTCS Procurement Office will also notify all unsuccessful proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

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

### **1.37 Insurance Requirements**

The Contractor shall furnish LCTCS with Certificates of Insurance (COI) effecting coverage(s) required by this RFP in accordance with **Attachment E: Insurance Requirements for Contractors**. 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 LCTCS before work commences. LCTCS reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment E: Insurance Requirements for Contractors** for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

### **1.38 Subcontractor Insurance**

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

### **1.39 Liability and Indemnification**

#### **1.39.1 Contractor Liability**

The Contractor shall be liable without limitation to LCTCS 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 the Contractor, its owners, agents, employees, partners or subcontractors.

#### **1.39.2 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. LCTCS 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 the Contract.



### **1.39.3 Indemnification**

The Contractor shall fully indemnify and hold harmless LCTCS, 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 the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from LCTCS act or failure to act.

### **1.39.4 Intellectual Property Indemnification**

The Contractor shall fully indemnify and hold harmless LCTCS, 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 LCTCS.

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, the 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 LCTCS 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 LCTCS 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 LCTCS'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 the Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

### **1.39.5 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 the 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 LCTCS be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

### **1.39.6 Other Remedies**

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

#### **1.39.6.1 Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against LCTCS, alleged to arise out of or be related to the 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. LCTCS 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 LCTCS's written consent before entering into any settlement or dismissal.

## **1.40 Payment**

### **1.40.1 Payment for Services**

Each individual LCTCS college shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment C**. The Contractor shall invoice colleges monthly, at a minimum (at the discretion of each college) after census day, as agreed between Contractor and specific college, at the billing address designated by the college. Payments will be made by college within approximately 30 days after receipt of a properly executed invoice, and approval by college representative. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.40.2 Late Payments**

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

### **1.40.3 Electronic Vendor Payment Solutions**

LCTCS desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Attachment F: Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

### **1.40.4 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.

## **1.41 Termination**

LCTCS has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) the Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with LCTCS; (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 LCTCS; (e) the 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.

### **1.41.1 Termination of the Contract for Cause**

LCTCS may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the Contract, provided that LCTCS 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 LCTCS may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

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

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

LCTCS colleges may terminate the Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. College shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

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

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

## **1.42 Assignment**

The Contractor shall not assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the

Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LCTCS.

#### **1.43 No Guarantee of Quantities**

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 LCTCS to increase or decrease the amount, at the unit price stated in the proposal.

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

#### **1.44 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of LCTCS, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.45 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the 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 the Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract.

#### **1.46 Record Retention**

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

#### **1.47 Record Ownership**

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

#### **1.48 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the Contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.49 Contract Changes**

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of the LCTCS Procurement Office.

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

#### **1.50 Substitution of Personnel**

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

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

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

#### **1.51 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; Special Terms and Conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.52 Claims or Controversies**

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

#### **1.53 Proposer's Certification of No Federal Suspension or Debarment**

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

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

#### **1.53.1 Proposer's Eligibility**

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

#### **1.53.2 Continuing Obligation**

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 the Contract and debarment from future contracts.

#### **1.54 Anti-Kickback Clause**

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

#### **1.55 Clean Air Act**

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

#### **1.56 Energy Policy and Conservation Act**

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

#### **1.57 Clean Water Act**

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

#### **1.58 Anti-Lobbying and Debarment Act**

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

### **1.59 Warranties**

The 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/Services.

**No Surreptitious Code Warranty.** The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and LCTCS 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 LCTCS and that it will operate in accordance with this RFP. 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 the Contract that results in the termination of the Contract for cause by LCTCS, LCTCS will not be obligated to compensate the Contractor of any costs incurred by Contractor.

### **1.60 Code of Ethics**

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

### **1.61 Proposer's Cooperation**

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

### **1.62 Security**

The Contractor's personnel shall comply with all security regulations in effect at LCTCS's premises, the LCTCS Information Security and Acceptable Use Policy (**Attachment G**), Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/> and externally for materials and property belonging to LCTCS or to the project. Where special security precautions are warranted (e.g., correctional facilities), LCTCS shall provide such procedures to the Contractor, accordingly. The Contractor is responsible for promptly reporting to the State any known breach of security, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at [infosecteam@la.gov](mailto:infosecteam@la.gov).

### **1.63 Prohibition of Discriminatory Boycotts of Israel**

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:

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

### **1.64 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into the contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

LCTCS reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

### **1.65 Key Internal Control Outsourcing**

NOT REQUIRED FOR THIS RFP

### **1.66 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 State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. 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.

#### **1.67 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 the Contract.

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

### **2.1 Overview**

The Contractor shall provide a provider supported, Online First Day Access Instructional Resource System that integrates with LCTCS LMS System (Canvas) and Banner, with college implementation based on a mutually agreed upon timeline that will be established between each college and vendor during contract negotiations.

The Contractor shall provide on-site bookstores (according to the needs/desire of the college) with an online presence catering to the unique needs of each LCTCS institution allowing students swift and convenient access to all the resources they may require in their courses.

#### **2.1.1 Detailed Requirements**

- The Contractor shall:
  - Establish a team to work with LCTCS college and system office staff to begin the implementation process for each college/subject where instructional resources are required.
  - Name a dedicated project manager that will guide the implementation process for each college.
- Provide an end-of-year review of the operation including analytics on user access of materials and adoptions.
  - Provide system and colleges the steps required to prepare for the implementation.
  - Develop a detailed project management plan and timeline with work breakdown structure.
  - Provide written documentation of the process for implementation/integration with Banner and Canvas allowing LCTCS to review and inform applicability for each college; to include:
    - Establishing a system for testing and data transfer
    - Securing all data with a combination of encryption and data management.
  - Convene college implementation meetings weekly (at a minimum) during each college's implementation phase.
  - Provide written instructions and training for faculty, admin staff, and student use of the system.
  - Work with, and successfully implement, the Louisiana Office of Facilities Planning and Control (FP&C) on Capital Outlay plans for on-site bookstore facility upgrades and/or renovations aesthetically aligned with each college's identity and needs.
  - Establish a stable integration with the LCTCS system-wide learning management system to provide a single point of access to electronic course materials. The platform will include user-friendly instructions and Contractor supported helpdesk for student support.
  - Establish a stable robust platform for faculty to adopt course materials.
  - Establish a stable platform for electronic course material access prior to the start of class by students (ideally 10 calendar days in advance of the start of the semester/session, but no later than the first day of class).

- Establish a process for students to obtain physical course materials prior to the start of class.
  - Provide data and the legislatively required textbook list in timely and appropriate format.
  - Establish platform and process for students to “opt out” of First Day Access during the registration process.
  - A first day access solution that excludes courses utilizing Open Educational Resources (OERs) from fee assessment.
- Tailor both physical and online Instructional Resource Operations to meet the specific needs of each college.
- Manage and operate the following bookstore locations and programs:
  - Physical and online bookstores on campuses, as required by college
  - First Day Access course materials services
  - Full-service bookstore websites
- Operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, operating expenses, supplies, and services required to perform its duties and responsibilities as required by LCTCS colleges, including telephone service, email service, utilities, etc.
- Agree to obtain written approval from the college prior to undertaking any improvements to a physical bookstore.
- Agree that any improvements made during the term of the Agreement shall become the property of the college, with no additional compensation required from college.
- Contractor shall enter into the applicable facility lease agreement and shall be responsible for the costs of operation under the lease.
- Provide LCTCS colleges with required and recommended course materials, supplies, general merchandise, emblematic clothing and gifts, graduation related merchandise and other services typical of a bookstore, especially those that support student success. LCTCS College faculty shall have complete academic freedom with respect to the selection and adoption of required and recommended course materials during the selection period for each term or semester.
- Manage and operate a full-service website and unique social media programs for bookstores that includes the ability for customers to order or reserve textbooks/course materials.
- Agree to sell merchandise with the college’s trademarked logos and artwork on a non-exclusive basis.
- Agree to the payment of royalties and/or a percentage of sales volume for all merchandise licensed with the college’s trademark or logo.
- Work with LCTCS and its colleges to ensure compliance with regulations, accreditation standards, federal, and state laws.
- Provide first day access solution for all required course materials (textbooks and required supplies, as listed on course syllabus)
- Allow faculty the choice of adopting either digital and/or print resources during the course materials selection period for each term or semester.
- Provide a comprehensive state-of-the-art course materials adoption tool that includes but is not limited to the following (i) providing faculty the ability to submit textbook and course supply adoptions online (ii) the ability to access and easily adopt historical International Standard Book Number (ISBN) adoption data (iii) the ability to enter one ISBN for selected course sections and (iv) the ability for LCTCS students to obtain their complete list of textbooks, course materials, and course

related supplies, as listed on course syllabus. Course material adoptions data, regardless of medium, is the property of LCTCS and its member colleges and should be provided upon request within 48 business hours of request.

- Provide a comprehensive state-of-the-art course materials adoption tool that allows the following, minimum, reporting capabilities for past, current, and future semesters:
  - the Louisiana legislatively required textbook (Act 125 of the 2019 Regular Session of the Louisiana Legislature; La. R.S. 17:3129.9) list prior to start of each semester and in appropriate format
  - historical adoption data and reports
  - overall adoption numbers and percentages per course by semester/term
  - ability to sort reports by date, course, department, etc.
  - adoptions without required course materials
- Provide at its sole expense any necessary fixtures or equipment necessary for operation of the bookstores, being responsive to the needs and requests of each campus with regard to location and size of bookstore facilities (in keeping with FP&C Capital Outlay plans).
- Utilize environmentally friendly practices and participate in the College's recycling program, if applicable. The Contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on campus.
- Report to the LCTCS College Chancellor for matters pertaining to the Contract and/or the LCTCS College Chancellor designee(s) for end of year review of the operations, including analytics on user access of materials and adoptions.
- Procure and keep in effect, at its sole expense, all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
- A Contractor that is flexible and shall respond within one business day.
- Provide courteous and helpful customer service in all bookstore operations.
- Maintain a clean bookstore operation environment on-site and online.
- Maintain hours of operation, approved by each college, to ensure student access during peak seasons and as needed to support the college mission and student success.
- Request customer feedback on a regular basis and share the feedback with LCTCS system and colleges.
- Provide a refund policy supporting the needs of LCTCS students and customers.
- Convene annually, or as needed, with LCTCS system contacts and college administration to review operations, seek feedback, recommend improvement, and review associated process or policies.
- Employ, at its sole expense, all personnel necessary for efficient operation of a full-service on-site bookstore and online presence. This includes expenses associated with hiring practices including background checks and other LCTCS hiring requirements.
- Assign a bookstore manager for each college, approved by each college.
- Be responsible for the actions of its employees and for payment of all taxes, wages, benefits, and other costs associated with employment. While on LCTCS college property, all employees, agents and independent contractors shall comply with

college policy and procedures, removing such employees, if necessary, at the LCTCS or college's request.

- Comply with all federal, state, and local employment laws including Americans with Disabilities (ADA) and Equal Employment Opportunity.
- Successfully implement electronic system to allow faculty, staff, and students access to select or adopt and acquire all course materials.
- Provide individual colleges with monthly (at a minimum) invoices for fees, with timing and methods at the discretion of each college.
- Provide real time updates to the Learning Management System (Canvas) via LTI, plugin or similar technology.

The following technology is used across all LCTCS colleges:

Technology	LCTCS Tool/Vendor
Student Information System (SIS)	Ellucian Banner
Learning Management System (LMS)	Canvas – Hosted by Instructure
Application Programming Interface (API)	Ellucian Ethos Integration
Directory Service	Ellucian Ethos Identity / Active Directory
Single Sign On (SSO)	CAS preferred/ SAML

## **2.2 Deliverables**

The Contractor will deliver:

- Implementation team with dedicated project manager that will guide the implementation process for each college.
- Detailed project management plan for implementation and timeline with work breakdown structure.
- Written documentation of the process for implementation/integration with Banner and Canvas allowing LCTCS to review and inform applicability for each college; to include:
  - Establishing a system for testing and data transfer
  - Securing all data with a combination of encryption and data management
- Weekly meetings, at a minimum, with each college during each college's implementation phase.
- Written instructions and training for faculty, admin staff, and student use of the system.
- A stable integration with the LCTCS system-wide learning management system to provide a single point of access to electronic course materials.
- User-friendly instructions and Contractor supported helpdesk for faculty and student support.
- A stable robust platform for faculty to adopt course materials.
- A stable platform for electronic course material access prior to the start of class by students.
- A process for students to obtain physical course materials prior to the start of class.
- Program data and the legislatively required textbook list in timely and appropriate format.

- A stable platform and process for students to “opt out” of First Day Access during the registration process.
- Delivery of the Louisiana legislatively required textbook (Act 125 of the 2019 Regular Session of the Louisiana Legislature; La. R.S. 17:3129.9) list in timely and appropriate format.

Example **File Specifications:**

- Excel – an Excel template, [testbook-data-template.xlsx](#), is available that includes brief instructions for each data element as well as drop-down lists of values for some elements.
- Comma-Separated Value (CSV) – Alternatively, data may be submitted as a CSV file. To upload data formatted using the CSV format, a comma symbol (,) must be between the data elements of every record in the file being uploaded.

## 2.3 Price Schedule

Prices proposed by the proposers shall be submitted on the price schedule furnished herein on **Attachment C**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

## 2.4 Location

The software may be located on servers outside of the State of Louisiana. If the software and records are housed and/or hosted outside of Louisiana the proposer must provide the location and details about the facility. In no case shall this location be outside of the United States. However, the software should be web accessible from any location via the Internet. LCTCS may require the Contractor to travel to LCTCS or member institutions as needed to ensure success of the project. Travel expenses shall be at the expense of the Contractor.

## 2.5 Network Connectivity

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

## 2.6 Proposal Elements

### 2.6.1 Financial

Proposal shall include prices per the schedule furnished in **Attachment C**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish LCTCS to consider.

### 2.6.2 Technical

Each proposer should address how the firm will meet all of the requirements of this RFP, with particular attention to detailing their firm’s Company Background and Experience, the proposed approach and methodology for providing operations, customer service, staffing, course materials, general merchandise, facilities, finance,

technology, system and support for Instructional Resource Operations for First Day Access:

### **Company Background and Experience**

Proposals should include a description of the history and background of the company, as well as the following:

- A brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of financial statement.
- A detailed description of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract.
- A detailed description of the proposer's experience in other states or in corporate and governmental entities of comparable size and diversity.
- References for at least three States, Government Agencies, or Private Firms for whom similar or larger scope services are currently being provided. Include a contact person, email address, and telephone number for each reference.
- Copies of up to three contracts that provide evidence of having worked with a multi-college system of higher education institutions operating on a first access instructional resources operations system within the last five years.
- Copies of the audited financial statements, annual reports or similar documentation for the last three years which would demonstrate the proposer's financial strength and stability.
- Information regarding the company's last security audit, to include a Statement of Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16/18 (SSAE 16/18).

### **Approach and Methodology**

#### **Operations and Customer Service**

Information demonstrating the proposer's understanding of the nature and scope of this project and examples of the proposer's ability to fulfill the requirements of the project.

- Describe their approach to management and operation of:
  - Physical bookstores on campuses
  - First Day Access course materials services
  - Full-service bookstore websites
  - Unique social media programs for bookstores that includes the ability for customers to order or reserve textbooks/course materials.

- Describe scope of work, along with the methods proposer will use for delivery. If the following chart fails to adequately describe proposer's scope of work and methods of delivery, please describe proposer's intended scope and methods of service.

<b>Option 1</b>
A single physical location for textbooks only. No retail merchandise location.
<b>Option 2</b>
A single physical location for both textbooks and retail merchandise.
<b>Option 3</b>
E-store (online purchase/e-commerce present) for textbooks and retail merchandise, in addition to a physical location(s) for retail merchandise and/or textbooks.
<b>Option 4</b>
E-store (online purchase/e-commerce presence) for both textbooks and retail merchandise. No physical location.

- Describe compliance with all federal, state, and local employment laws including American with Disabilities (ADA) and Equal Employment Opportunity.
- Describe their approach to procure and maintain, at its sole expense, all necessary permits and licenses required for its performance, and post or display in a prominent place such permits and/or notices as required by law. Any and all taxes and assessments attributable to the operation of the bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes should be the responsibility of the Contractor.
- Describe their approach to maintain a clean bookstore operation environment on-site and online.
- Describe their approach to maintain hours of operation, approved by each college, to ensure student access during peak seasons and as needed to support the college mission and student success.
- Provide anticipated timelines and draft scheduling for:
  - Working with LCTCS and its colleges to ensure compliance with regulations, accreditation standards, federal, and state laws.
  - Meetings with LCTCS College Chancellors for matters pertaining to a contract and LCTCS College Chancellor designee(s) for annual performance reviews.
  - Responsive to meeting with LCTCS system contacts and college administration, upon request, to review operations, seek feedback, recommend improvement, and review associated processes or policies.

#### Staffing

- Resumes for proposed account manager(s), designated customer service representatives(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any
- Describe their approach to provide courteous and helpful customer service in all



- bookstore operations.
- Describe their approach to request customer feedback on a regular basis and share the feedback with LCTCS system and colleges.
- Describe their plan to assign a bookstore manager for each college, approved by each college.
- Describe their plan to be responsible for the actions of its employees and for payment of all taxes, wages, benefits, and other costs associated with employment. While on LCTCS college property, all employees, agents and independent contractors shall comply with college policy and procedures, removing such employees, if necessary, at LCTCS or the college's request.
- Describe their plan to employ, at its sole expense, all personnel necessary for efficient operation of a full-service on-site bookstore and online presence, including expenses associated with hiring practices including background checks and other LCTCS hiring requirements.

#### Course Materials and General Merchandise

- Describe their plan to provide LCTCS colleges with required and recommended course materials, supplies, general merchandise, emblematic clothing and gifts, graduation related merchandise and other services typical of a bookstore, especially those that support student success. LCTCS College (faculty) shall have complete academic freedom with respect to the selection and adoption of required and recommended course materials during the selection period for each term or semester.
- Describe their plan to provide a comprehensive state-of-the-art course materials adoption tool that includes but is not limited to the following (i) providing faculty the ability to submit textbook and course supply adoptions online (ii) the ability to access and easily adopt historical ISBN adoption data (iii) the ability to enter one ISBN for selected course sections and (iv) the ability for LCTCS students to obtain their complete list of textbooks, course materials, and course related supplies, as listed on course syllabus. Course material adoptions data, regardless of medium, is the property of LCTCS and its member colleges and should be provided to college by contractor, upon request within 48 business hours of request.
- Describe their plan to provide a comprehensive state-of-the-art course materials adoption tool that allows the following, minimum, reporting capabilities for past, current, and future semesters:
  - the Louisiana legislatively required textbook (Act 125 of the 2019 Regular Session of the Louisiana Legislature; La. R.S. 17:3129.9) list prior to start of each semester and in appropriate format;
  - historical adoption data and reports;
  - overall adoption numbers and percentages per course by semester/term;
  - ability to sort reports by date, course, department, etc.; and
  - adoptions without required course materials.

#### Facilities

- Describe their plan to work with the Louisiana Office of Facilities Planning and Control on Capital Outlay plans to successfully provide on-site bookstore

- facilities, facility upgrades, as identified by each college.
- Describe their plan to provide at its sole expense any necessary fixtures or equipment necessary for the operation of the bookstores, being responsive to the needs and requests of each campus with regard to location and size of bookstore facilities. (in keeping with the approved FP&C Capital Outlay plans)
- Describe their plan to utilize environmentally friendly practices and participate in the College's recycling program, if applicable. Removal of all trash and recyclable materials; place in proper trash and recycling containers as designated on campus.
- Describe in detail any improvements, the type of space, and any other necessary utilities, loading facilities, common area facilities, access, or services the proposer requires or desires for its proposed operation of the physical bookstores. If the proposer recommends a different size or configuration for the premises, please indicate so in the proposal.

#### Finance

- Describe their approach to provide bookstore operations on its own credit and furnish at its own expense, all merchandise, equipment, labor, operating expenses, supplies, and services required to perform its duties and responsibilities as required by LCTCS colleges, including telephone service, email service, utilities, etc.
- Describe plans to invoice individual colleges fees.
- Describe their approach to establish and maintain a refund policy supporting the needs of LCTCS students and customers.
- Describe the formula for calculating royalties or percentage of sales volume that the proposer would pay for selling merchandise featuring the college's trademark or logo, and remittance schedule for payments.

#### Technology, System and Support

- Describe their approach for successful implementation of the electronic system to allow student, faculty, and staff access to select or adopt all course materials.
- Contractor will provide ADA accessible materials that selected by colleges.
- Describe their approach for SSO login using SAML (preferred) or CAS for student/faculty/staff access to the vendor portal/online bookstore.
- Describe their approach for real time update to the Student Information System (Banner) via Ethos Integration API, alternatively a CSV file transferred via SFTP.
- Real time update to the Learning Management System (Canvas) via plugin or similar technology.
- Describe their communication plan to student/faculty/staff via email and/or text about bookstore related issues.
- Describe their approach to comply with ADA requirements for the vendor portal/online bookstore.

Any other information deemed pertinent by the proposer including terms and conditions which the proposer wishes LCTCS to consider.

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

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

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

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, LCTCS may require the 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.

In performing its evaluation of proposals, LCTCS 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 the proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a Contract is awarded to a proposer who proposed a good faith subcontracting plan, LCTCS, 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 LCTCS, 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.

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

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

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <https://legis.la.gov/Legis/Law.aspx?d=96265>

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

<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>

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

<https://smallbiz.louisianaeconomicdevelopment.com>

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

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req)

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

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

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

## **PART III: EVALUATION**

The LCTCS Evaluation Committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	94
Financial Proposal ( <b>Section 3.2</b> )	30
Veteran and Hudson Initiative ( <b>Section 3.3</b> )	12
<b>Total Possible Points</b>	<b>136</b>

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

**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.**

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.

### **3.1 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the LCTCS Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- **Company Background and Experience – 12 points**
- **Approach and Methodology - 82 points**

## **Scoring Rubric**

The LCTCS Evaluation Committee shall assign points to its evaluation of each Proposal as follows:

<b>Proposal Response Format</b>	
<b><u>Signed Cover Letter</u></b> (verified signature) <ol style="list-style-type: none"> <li>1. on official business letterhead and should</li> <li>2. exhibit the Proposer's understanding and approach to the project.</li> <li>3. contain summary of Proposer's ability to perform the services described in the RFP and</li> <li>4. confirm that Proposer is willing to perform those services and enter into a contract with the State.</li> <li>5. federal tax identification number.</li> <li>6. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and</li> <li>7. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.</li> <li>8. Agree to contract with each of the 12 LCTCS colleges individually.</li> <li>9. Prior to contract award, verification that proposer is in compliance 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 LCTCS.</li> </ol>	<b>These are mandatory requirements and must be present in proposal in order to proceed to further evaluation.</b>

<b>Company Background and Experience (12 possible points)</b>	
A brief description of company including brief history, corporate or organization structure, and number of years in business.	<b><u>1</u></b>
A detailed description of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. (i.e. System with 12 unique colleges)	<b><u>1</u></b>
A description of the company's ability and experience to provide innovative, state-of-the-art bookstores and course materials services.	<b><u>3</u></b>
A detailed description of the Proposer's experience in other states or in corporate and governmental entities of comparable size and diversity, including copies of up to three contracts that provide evidence of having worked with a multi-college system of higher education institutions operating on a first access instructional resources operations system within the last five years.	<b><u>1</u></b>
A description of the company's history of high student satisfaction and perceived value.	<b><u>3</u></b>
References for at least three States, Government Agencies, or Private Firms for whom similar or larger scope services are currently being provided, which includes a contact person, email address, and telephone number for each reference.	<b><u>1</u></b>
Copies of the audited financial statements, annual reports, or similar documentation for the last three years which would demonstrate the Proposer's financial strength and stability.	<b><u>1</u></b>
Information regarding the company's last security audit, to include a Statement of Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16/18 (SSAE 16/18).	<b><u>1</u></b>

<b>Approach and Methodology (82 possible points)</b>	
<b>Operations and Customer Service (12 possible points)</b>	
Describe the Proposer's implementation plan with dedicated project manager and team, detailed steps to prepare, and timeline that will guide the implementation process for each college. Agree to convene college implementation meetings weekly (at a minimum) during each college's implementation phase	<b><u>1</u></b>
Describe the company's escalation processes to proactively manage issues (problems related to software, services, or solution) to respond within one business day.	<b><u>1</u></b>
Describe how the company will request customer feedback on a regular basis and share the feedback with LCTCS system and colleges.	<b><u>1</u></b>
Provide courteous and helpful customer service in all bookstore operations.	<b><u>1</u></b>
Describe the Proposer's approach to management and operation of: <ul style="list-style-type: none"> <li>Physical bookstores on campuses</li> <li>First Day Access course materials services</li> <li>Full-service bookstore websites</li> </ul>	<b><u>3</u></b>
Describe the Proposer's approach to compliance with all federal, state, and local employment laws including Americans with Disabilities (ADA) and Equal Employment Opportunity.	<b><u>2</u></b>
Describe the Proposer's approach to procure and maintain, at its sole expense, all necessary permits and licenses required for its performance, and post or display in a prominent place such permits and/or notices as required by law. Any and all taxes and assessments attributable to the operation of the bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes should be the responsibility of the Contractor.	<b><u>1</u></b>
Describe the Proposer's approach to maintain hours of operation, approved by each college, to ensure student access during peak seasons and as needed to support the college mission and student success.	<b><u>1</u></b>
Provide anticipated timelines and draft scheduling for: <ul style="list-style-type: none"> <li>Working with LCTCS and its colleges to ensure compliance with regulations, accreditation standards, federal, and state laws.</li> <li>Meetings with LCTCS College Chancellors for matters pertaining to a contract and/or LCTCS College Chancellor designee(s) for <u>end-of-year review of the operations, including analytics on user access of materials and adoptions.</u></li> <li><u>Responsive to meet with</u> LCTCS system contacts and college administration to review operations, seek feedback, recommend improvement, and review associated process or policies, <u>upon request.</u></li> </ul>	<b><u>1</u></b>
<b>Staffing (3 possible points)</b>	
Describe plan to assign a bookstore manager for each college, approved by each college.	<b><u>1</u></b>
Describe plan to be responsible for the actions of its employees and for payment of all taxes, wages, benefits, and other costs associated with employment. While on LCTCS college property, all employees, agents and independent contractors shall comply with college policy and procedures, removing such employees, if necessary, at LCTCS or the college's request.	<b><u>1</u></b>
Describe plan to employ, at its sole expense, all personnel necessary for efficient operation of a full-service on-site bookstore and online presence, including expenses associated with hiring practices including background checks and other LCTCS hiring requirements.	<b><u>1</u></b>
<b>Course Materials and General Merchandise (20 possible points)</b>	
Describe the company's ability to make available course materials prior to the first day of class for LCTCS students (ideally 10 calendar days in advance of the start of the semester/session, but no later than the first day of class).	<b><u>3</u></b>
Describe the process for students to obtain physical course materials prior to the start of class.	<b><u>2</u></b>
Exclude courses utilizing Open Education Resources (OERs) from fee assessment.	<b><u>1</u></b>

Describe how the first day access solution for all required course materials (textbooks and required supplies) allows faculty the choice of adopting either digital and/or print resources during the course materials selection period for each term or semester.	<u>1</u>
Provide an efficient, user-friendly system for faculty adoption of textbooks (digital and print) and the ordering of course supplies and materials.	<u>1</u>
Manage and operate a full-service website and unique social media programs for bookstores that includes the ability for customers to order or reserve textbooks/course materials.	<u>2</u>
Describe plan to provide a comprehensive state-of-the-art course materials adoption tool that includes but is not limited to the following: (i) providing faculty the ability to submit textbook and course supply adoptions online (ii) the ability to access and easily adopt historical ISBN adoption data (iii) the ability to enter one ISBN for selected course sections and (iv) the ability for LCTCS students to obtain their complete list of textbooks, course materials, and course related supplies. Course material adoptions data, regardless of medium, is the property of LCTCS and its member colleges and should be provided upon request within 48 business hours of request.	<u>3</u>
Describe plan to provide a comprehensive state-of-the-art course materials adoption tool that allows the following, minimum, reporting capabilities for past, current, and future semesters: ○ the Louisiana legislatively required textbook (Act 125 of the 2019 Regular Session of the Louisiana Legislature; La. R.S. 17:3129.9) list prior to start of each semester and in appropriate format. ○ historical adoption data and reports. ○ overall adoption numbers and percentages per course by semester/term; and ○ ability to sort reports by date, course, department, publisher, etc.	<u>3</u>
Describe plan to provide LCTCS colleges with required and recommended course materials, supplies, general merchandise, emblematic clothing and gifts, graduation related merchandise and other services typical of a bookstore, especially those that support student success.	<u>3</u>
Agree that LCTCS college (faculty) shall have complete academic freedom with respect to the selection and adoption of required and recommended course materials during the selection period for each term or semester.	<u>1</u>
<b>Facilities (12 possible points)</b>	
Describe plan to work with and implement the Louisiana Office of Facilities Planning and Control (FP&C) on Capital Outlay plans for on-site bookstore facility, upgrades and/or renovations aesthetically aligned with each college's identity and needs.	<u>1</u>
Describe plans to tailor both physical and online Instructional Resource Operations to meet the specific needs of each college. If the selections listed here do not adequately describe the proposer's scope of work and methods of delivery, please describe the intended scope and method of service in the proposal. ○ A single physical location for textbooks only. No retail merchandise location. ○ A single physical location for both textbooks and merchandise. ○ E-store (online purchase/e-commerce presence) for both textbooks and retail merchandise. No physical location. ○ E-store (online purchase/e-commerce present) for textbooks and retail merchandise, in addition to a physical location(s) for retail merchandise and/or textbooks.	<u>4</u>
Agree to obtain written approval from the college prior to undertaking any improvements to a physical bookstore.	<u>1</u>
Agree that any improvements made during the term of the Agreement shall become the property of the college, with no additional compensation required from college.	<u>1</u>



Agree to enter into the applicable facility lease agreement and shall be responsible for the costs of operation under the lease.	<u>1</u>
Describe in detail any improvements, the type of space, and any other necessary utilities, loading facilities, common area facilities, access, or services the Proposer requires or desires for its proposed operation of the physical bookstores.	<u>1</u>
Describe the Proposer's approach to maintain a clean bookstore operation environment on-site and online.	<u>1</u>
Describe plan to provide at its sole expense any necessary fixtures or equipment necessary for the operation of the bookstores, being responsive to the needs and requests of each campus with regard to location and size of bookstore facilities. (keeping w/ approved FP&C Capital Outlay plans)	<u>1</u>
Describe plan to utilize environmentally friendly practices and participate in the College's recycling program, if applicable. Removal of all trash and recyclable materials; place in proper trash and recycling containers as designated on campus.	<u>1</u>
<b>Finance (5 possible points)</b>	
Describe approach to operate bookstore operations on its own credit and furnish at its own expense, all merchandise, equipment, labor, operating expenses, supplies, and services required to perform its duties and responsibilities as required by LCTCS colleges, including telephone service, email service, utilities, etc.	<u>1</u>
Describe plan/process to invoice individual colleges for fees.	<u>1</u>
Describe approach to establish and maintain a refund policy supporting the needs of LCTCS students and customers.	<u>1</u>
Describe the Agree to sell merchandise with the college's trademarked logos and artwork on a non-exclusive basis.	<u>1</u>
Describe the formula for calculating royalty or percentage of sales volume that the Proposer would pay to the college for selling merchandise featuring the college's trademark or logo.	<u>1</u>
<b>Technology, System and Support (30 possible points)</b>	
Describe the proposer's ability to provide stable integration with the LCTCS system-wide learning management system as a single point of access to electronic course materials. The platform will include user-friendly instructions and contractor supported helpdesk for student support.	<u>3</u>
Provide written documentation of the process for implementation/integration with Banner and Canvas allowing LCTCS to review and inform applicability for each college; to include: <ul style="list-style-type: none"> <li>Establishing a system for testing and data transfer</li> <li>Securing all data with a combination of encryption and data management.</li> </ul>	<u>3</u>
Describe the company's Faculty and Admin staff training, onboarding, and ongoing support (help desk) to include clear written instructions for faculty use of the adoption tool and course material use (material selection and use in Canvas course).	<u>3</u>
Describe the company's student training and ongoing support (help desk) to include clear written instructions for faculty use in course material.	<u>3</u>
Describe the platform or method for electronic course material access prior to the start of class by students.	<u>3</u>
Describe the platform and process for students to "opt out" of First Day Access during the registration process.	<u>1</u>
Describe approach for successful implementation of the electronic system to allow faculty, student and staff access to select or adopt and acquire all course materials.	<u>1</u>
Agree to use of SAML (preferred) or CAS for SSO login by student, faculty, and staff to the vendor portal/online bookstore.	<u>2</u>
Describe approach for real time updates to the Student Information System (Banner) via Ethos Integration API.	<u>2</u>
Describe Real time update to the Learning Management System (Canvas) via LTI, plugin or similar technology.	<u>2</u>
Describe the company's process (and fees if associated) for ongoing maintenance and upgrades.	<u>2</u>

Timely and accurate transaction processing backed up by industry standard service level agreements.	<b>2</b>
Describe communication plan to student, faculty, and staff via email and/or text about bookstore related issues.	<b>1</b>
Describe approach to maintain compliance with ADA requirements for the vendor portal/online bookstore.	<b>2</b>

The items listed below, while not mandatory requirements for a proposal to be reviewed and considered, are desirable services that, if provided, could potentially add value to the scoring of a proposer's submission.

### **Approach and Methodology – Desired Elements**

<b><u>Operations and Customer Service – Desired Elements</u></b>
Describe the proposer's approach to providing a highly motivated, customer-centered management team and workforce that provides a single point of contact (from the Contractor) to manage the relationship.
Describe the company's involvement in student success in prior business relationships
Describe the company's helpdesk, in person and online for faculty, staff, and students.
Ensure identity of the College's brand throughout technologically advanced system for all users.
<b><u>Staffing – Desired Elements</u></b>
Resumes for proposed account manager(s), designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any
Describe the Proposer's approach to provide courteous and helpful customer service in all bookstore operations.
<b><u>Course Materials and General Merchandise – Desired Elements</u></b>
Maintain consistent and open collaboration and communication (especially related to availability) with all stakeholders regarding the status of all textbook and course supply orders.
Describe the process for student choice of rental of course materials, if chosen by college.
Describe the process for buyback materials (course printed textbook) at the end of courses, if appropriate or chosen by college.
<b><u>Facilities</u></b>
Describe the company's ability to provide an onsite bookstore with an online presence catering to the unique needs of each LCTCS institution allowing students swift and convenient access to all the resources they may require in their courses
<b><u>Finance</u></b>
Describe how this proposal will improve affordability of course materials for LCTCS students; offering the books and course materials below competitive market rates and gives students a way to opt out.
Describe how the company is willing to negotiate a decrease in the per-credit-hour charge for any courses higher than three credit hours.
Describe how the company will maintain visibility and transparency on bookstore sales.
Describe the company's process for providing financial value to the college in the form of scholarships for students (in-lieu of commission to college(s), to be set up with multiple entities as needed for each college.
Describe the company's process for reconciling the "opt out" students to be excluded on the college invoice for First Day Access.
Describe the invoice process for physical or print course materials.
Describe the company's process for providing refunds and exchange of purchased materials.
<b><u>Technology, System and Support</u></b>
Timely and accurate transaction processing backed up by industry standard service level agreements.

### 3.2 Financial Proposal (30 possible points)

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL.”**

The following financial criteria will be evaluated: implementation cost and per credit hour fee will be added together for the total cost.

Prices proposed by the proposers shall be submitted on the Price Schedule furnished in **Attachment C**. 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 base cost score will be based on the cost information provided in **Attachment C – Price Schedule of this RFP** 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

### 3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (12 possible points)

12% 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 Entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### Proposer Status and Allotment of Reserved Points

- i. 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.
- ii. 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.
- iii. If the proposer demonstrates its intent to use certified Small Entrepreneurship(s) in the performance of contract work resulting from this RFP, 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.
- iv. The total number of points awarded pursuant to this Section shall not exceed 12% of the total number of evaluation points in this RFP.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The Contractor shall deliver all tasks identified in the Scope of Work, including:

- Provide written instructions and training for faculty, admin staff, and student use of the system.
- Work with the Louisiana Office of Facilities Planning and Control (FP&C), and successfully implement, Capital Outlay plans for on-site bookstore facility upgrades and/or renovations aesthetically aligned with each college's identity and needs.
- Provide stable integration with the LCTCS system-wide learning management system to provide a single point of access to electronic course materials. The platform will include user-friendly instructions and Contractor supported helpdesk for student support.
- Provide a stable robust platform for faculty to adopt course materials.
- Provide a stable platform for electronic course material access prior to the start of class by students.
- Provide a process for students to obtain physical course materials prior to the start of class.
- Provide data and the legislatively required textbook list in timely and appropriate format.
- Provide platform and process for students to "opt out" of First Day Access during the registration process.
- Invoice each college after census day for course materials.
- Manage and operate the following bookstore locations and programs:
  - Physical and virtual bookstores on campuses (based on needs of the college)
  - First Day Access course materials services
  - Bookstore websites
- Operate the Bookstore on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, operating expenses, supplies, and services required to perform its duties and responsibilities as required by LCTCS colleges, including telephone service, email service, utilities, etc.
- Provide LCTCS colleges with required and recommended course materials, as stated on course syllabus, supplies, general merchandise, emblematic clothing and gifts, graduation related merchandise and other services typical of a bookstore, especially those that support student success.
- LCTCS College (faculty) shall have complete academic freedom with respect to the selection and adoption of required and recommended course materials during the selection period for each term or semester.
- Manage and operate a full-service website and unique social media programs for bookstores that includes the ability for customers to order or reserve textbooks/course materials.
- Work with LCTCS and its colleges to ensure compliance with regulations, accreditation standards, federal, and state laws.
- Provide a comprehensive state-of-the-art course materials adoption tool that includes but is not limited to the following (i) providing faculty the ability to submit textbook and course supply adoptions online (ii) the ability to access and easily adopt historical ISBN adoption data (iii) the ability to enter one ISBN for selected course sections and (iv) the ability for LCTCS students to obtain their complete list of textbooks, course

materials, and course related supplies, as required by syllabus. Course material adoptions data, regardless of medium, is the property of LCTCS and its member colleges and should be provided upon request within 48 business hours of request.

- Provide a comprehensive state-of-the-art course materials adoption tool that allows the following, minimum, reporting capabilities for past, current, and future semesters:
  - the Louisiana legislatively required textbook (Act 125 of the 2019 Regular Session of the Louisiana Legislature; La. R.S. 17:3129.9) list prior to start of each semester and in appropriate format
  - historical adoption data and reports
  - overall adoption numbers and percentages per course by semester/term
  - ability to sort reports by date, course, department, etc.
  - adoptions without required course materials
- Provide at its sole expense any necessary fixtures or equipment necessary for operation of the bookstores, being responsive to the needs and requests of each campus with regard to location and size of bookstore facilities (in keeping with the approved FP&C Capital Outlay plans).
- Utilize environmentally friendly practices and participate in the College's recycling program, if applicable. The Contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on campus.
- Report to the LCTCS College Chancellor for matters pertaining to the contract and the LCTCS College Chancellor designee(s) for end of year review of the operation, including analytics on user access of materials and adoptions.
- Procure and keep in effect, at its sole expense, all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
- Provide courteous and helpful customer service in all bookstore operations.
- Maintain a clean bookstore operation environment on-site and online.
- Maintain hours of operation, approved by each college, to ensure student access during peak seasons and as needed to support the college mission and student success.
- Request customer feedback on a regular basis and share the feedback with LCTCS system and colleges.
- Provide a refund policy supporting the needs of LCTCS students and customers.
- Convene annually, or as needed, with LCTCS system contacts and college administration to review operations, seek feedback, recommend improvement, and review associated process or policies.
- Employ, at its sole expense, all personnel necessary for efficient operation of a full-service on-site bookstore and online presence as noted in the requirements of this RFP. This includes expenses associated with hiring practices including background checks and other LCTCS hiring requirements.
- Assign a bookstore manager for each college, approved by each college.
- Be responsible for the actions of its employees and for payment of all taxes, wages, benefits, and other costs associated with employment. While on LCTCS college property, all employees, agents and independent contractors shall comply with college policy and procedures, removing such employees, if necessary, at the LCTCS or college's request.

- Comply with all federal, state, and local employment laws including Americans with Disabilities (ADA) and Equal Employment Opportunity.
- Successfully implement electronic system to allow student, faculty, and staff access to select or adopt all course materials.
- Work with the Louisiana Office of Facilities Planning and Control on Capital Outlay plans for on-site bookstore facility upgrades and/or renovations aesthetically aligned with each college's identity and needs.
- Provide individual colleges with monthly (at a minimum) invoices for fees, with timing and methods to be determined with each college.

## **4.2 Performance Measurement**

LCTCS and College Project Managers will be the primary point of contact between the Contractor and the LCTCS College. All communications to the institutions will be coordinated through LCTCS and the College Project Managers. LCTCS and the College Project Managers will monitor the services and the Contractor on a day-to-day basis to ascertain that the project is progressing satisfactorily and on schedule.

A final implementation timeline will be agreed upon within two weeks of contract execution. The anticipated "go live" date for colleges immediately ready to enter into contracts with the contractor following the award is fall 2025. LCTCS and the College Project Managers will monitor the Contractor's implementation timeline. The Contractor shall submit weekly reports to LCTCS and the College Project Managers as to all implementation activities and once operational, operational functions performance and usage. If there are problems noted in the reports, LCTCS and the College Project Managers will work with the Contractor to either resolve the issue or increase the level of priority for the problem areas.

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

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

If a contract is awarded to a proposer who proposed a good faith subcontracting plan, LCTCS, 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 LCTCS, 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.

**ATTACHMENT A – LIST OF LCTCS COLLEGE CAMPUSES (For Informational Purposes Only)**

<b>LCTCS College</b>	<b>Campus</b>	<b>Address</b>
<b>Baton Rouge Community College</b>	Main Campus (Mid-City)	201 Community College Dr. Baton Rouge, LA 70806
	Acadian Campus	3250 N. Acadian Thruway East Baton Rouge, LA 70805
	Folkes Campus	3337 Hwy. 10 Jackson, LA 70748
	Jumonville Campus	605 Hospital Road New Roads, LA 70760
	Frazier Campus	555 Julia St. Baton Rouge, LA 70802
	Port Allen Campus	3233 Rosedale Rd. Port Allen, LA 70767
	Central Campus	10700 Hooper Rd. Central, LA 70818
	Ardendale Campus	2115 Lobdell Blvd. Baton Rouge, LA 70806
<b>Bossier Parish Community College</b>	Main Campus	6220 East Texas Street Bossier City, LA 71111
	Natchitoches Campus	6587 Hwy. 1 Bypass Natchitoches, LA 71457
	Sabine Valley Campus	1255 Fisher Road Many, LA 71449
<b>Central Louisiana Technical Community College</b>	Main Campus	516 Murray St. Alexandria, LA 71301
	CLECO Advanced Manufacturing Center (Alexandria)	1321 Second St. Alexandria, LA 71301
	MacArthur Extension Campus (Alexandria)	4311 South MacArthur Drive Alexandria, LA 71302
	Ferriday Campus	2100 E.E. Wallace Boulevard Ferriday, LA 71334
	Huey P. Long Campus	5960 Hwy. 167 Winnfield, LA 71483
	Ward H. Nash Avoyelles Campus	508 Choupique Street Cottonport, LA 71327
	Rod Brady Campus	521 East Bradford Street Jena, LA 71342

<b>LCTCS College</b>	<b>Campus</b>	<b>Address</b>
<b>Delgado Community College</b>	Main Campus (City Park)	615 City Park Avenue New Orleans, LA 70119
	Sidney Collier Campus	3727 Louisa Street New Orleans, LA 70126
	Maritime, Fire and Industrial Training Facility (Michoud Site)	13200 Old Gentilly Road New Orleans, LA 70129
	West Bank Campus	2600 General Meyer Ave. New Orleans, LA 70114
	Avondale Site	709 Churchill Pkwy. Avondale, LA 70094
<b>Fletcher Technical College</b>	Main Campus	1407 Highway 311 Schriever, LA 70395
	BP Integrated Production Technologies Bldg.	224 Rouses Rd. Schriever, LA 70395
	Houma Campus	310 St. Charles St. Houma, LA 70360
	Thibodaux Facility	1425 Tiger Drive Thibodaux, LA 70301
	Career Magnet Center	6419 LA-308 Lockport, LA 70394
	Marine Consortium Campus	331 Dickson Rd. Houma, LA 70363



<b>LCTCS College</b>	<b>Campus</b>	<b>Address</b>
<b>Louisiana Delta Community College</b>	Main Campus	7500 Millhaven Rd Monroe, LA 71203
	Bastrop Campus	729 Kammell St. Bastrop, LA 71221
	Bastrop Airport	6376 Airport Rd Bastrop, LA 71220
	Farmerville Campus (lease)	300 Anthony St. Farmerville, LA 71241
	Jonesboro Campus	236 Industrial Dr. Jonesboro, LA 71251
	Lake Providence Campus	156 Hwy. 883-1 Lake Providence, LA 71254
	Ruston Campus	1010 James Street Ruston, LA 71273
	Tallulah Campus	132 Old Highway 65 South Tallulah, LA 71284
	West Monroe Campus	609 Vocational Parkway West Monroe, LA 71292
	Winnsboro Campus	2889 Hwy. 15 Winnsboro, LA
<b>Northshore Technical Community College</b>	Main Campus (Lacombe Campus)	65556 Centerpoint Blvd. Lacombe, LA 70445
	Sullivan Campus	1710 Sullivan Drive Bogalusa, LA 70427
	Florida Parishes Campus	7067 Hwy. 10 Greensburg, LA 70441
	Livingston Campus	11640 Burgess Ave. Walker, LA 70785
	Southeastern Instructional Service Center	900 B West University Ave. Hammond, LA 70402
	Hammond Area Campus	111 Pride Drive Hammond, LA 70401
	Youthbuild Lease	1242 Austin Street Bogalusa, LA 70427
	HiSet Lease	61134 N. Military Rd. Slidell, LA 70461

<b>LCTCS College</b>	<b>Campus</b>	<b>Address</b>
<b>Northwest Louisiana Technical College</b>	Main Campus (Minden)	9500 Industrial Dr. Minden, LA 71055
	Camp Minden	100 Louisiana Blvd. Minden, LA 71055
	Mansfield Campus	943 Oxford Rd. Mansfield, LA 71052
	Shreveport-Bossier Campus	2010 N. Market St. Shreveport, LA 71107
<b>Nunez Community College</b>	Main Campus	3710 Paris Road Chalmette, LA 70043
<b>River Parishes Community College</b>	Main Campus	925 West Edenborne Parkway Gonzales, LA 70737
	Westside Campus	25250 Tenant Road Plaquemine, LA 70764
	St. Charles Campus	13145 Hwy. 90 Boutte, LA 70039
	River Parishes Campus	181 Regala Park Road Reserve, LA 70084
<b>South Louisiana Community College</b>	Main Campus	1101 Bertrand Dr. Lafayette, LA 70506
	Acadian Campus	1933 W. Hutchinson Ave. Crowley, LA 70526
	C. B. Coreil Campus	1125 Vocational Dr. Ville Platte, LA 70586
	Evangeline Campus	6305 Main Hwy. St. Martinville, LA 70582
	Franklin Campus	1013 Perret St. Franklin, LA 70538
	Gulf Area Campus	1115 Clover St. Abbeville, LA 70510
	New Iberia - Teche	908 Ember Dr. New Iberia, LA 70560
	New Iberia Campus (lease)	908 Ember Dr. New Iberia, LA 70560
	T. H. Harris Campus	332 E. South St. Opelousas, LA 70570
	T. H. Harris Campus Branch	I-49 Service Road Opelousas, LA

<b>LCTCS College</b>	<b>Campus</b>	<b>Address</b>
<b>South Louisiana Community College (cont'd.)</b>	International School of Aviation	1113 Vortex Dr. New Iberia, LA 70560
	Young Memorial	900 Youngs Road Morgan City, LA 70380
	Marine Safety Center	3225 Youngs Road Morgan City, LA 70380
	Aviation Maintenance Technical Training Campus <u>(lease)</u>	118 Shepard Dr. Lafayette, LA 70508
<b>SOWELA Technical Community College</b>	Main Campus	3820 Sen J. Bennett Johnston Ave. Lake Charles, LA 70615
	Morgan Smith Campus	2110 North Sherman St. Jennings, LA 70546
	Lamar Salter Campus	15014 Lake Charles Highway Leesville, LA 71446
	Oakdale Campus	117 Highway 1152 Oakdale, LA 71463

**ATTACHMENT B – LCTCS HEADCOUNT, SCH AND FTE BY COLLEGE (For Informational Purposes Only)**

College	2020-2021			2021-2022			2022-2023		
	Headcount	SCH	FTE	Headcount	SCH	FTE	Headcount	SCH	FTE
BPCC	8,526	121,050	4,035	8,202	115,920	3,864	9,122	123,727	4,124
BRCC	10,391	152,004	5,067	10,631	154,710	5,157	13,703	181,316	6,044
CLTCC	2,796	40,031	1,334	2,680	41,100	1,370	2,177	37,773	1,259
DCC	18,937	266,062	8,869	17,257	235,241	7,841	17,730	232,527	7,751
FTCC	2,898	43,885	1,463	2,552	37,170	1,239	2,919	42,240	1,408
LDCC	5,314	80,672	2,689	5,423	78,591	2,620	5,748	79,555	2,652
NTCC	4,748	59,465	1,982	5,524	60,224	2,007	6,151	62,625	2,088
NCC	3,008	43,551	1,452	2,832	37,023	1,234	3,096	39,448	1,315
NLTCC	1,276	20,587	686	1,356	20,416	681	1,325	20,795	693
RPCC	3,560	52,268	1,742	2,991	44,938	1,498	3,065	46,666	1,556
SLCC	7,903	131,855	4,395	7,892	124,502	4,150	7,549	124,429	4,148
STCC	3,862	63,363	2,112	3,937	63,429	2,114	4,030	61,972	2,066
System Total	73,219	1,074,792	35,826	71,277	1,013,263	33,775	76,615	1,053,072	35,102

\*Note the source of the data is the Annual SSPS

## **ATTACHMENT C– PRICE SCHEDULE**

Taking all possible costs into consideration, indicate the Price Total for each component by completing the chart below. Specify how pricing is measured (set point in time each year, etc.).

\* Required: Insert detail and amount for any additional potential costs to the LCTCS College. Insert additional lines if needed.

<b>SUMMARY OF PRICING</b>						
<b>Component</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL COST</b>
<b>Implementation Cost, Per College</b>						
<b>Per Credit Hour Fee</b>						
<b>* Potential Additional Cost</b>						
<b>* Potential Additional Cost</b>						
<b>GRAND TOTAL</b>						

## **ATTACHMENT D – Sample Generic Contract**

### **1. CONTRACT**

Be it known, that effective upon approval by the LCTCS Director of Operations, as evidenced by the Director's signature on this document, the Louisiana Community and Technical College System ("LCTCS") and (*Contractor's name and legal address including zip code*) ("Contractor") do hereby enter into this Contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

### **3. TERM OF CONTRACT**

The term of any contract resulting from this solicitation shall be for an initial period of 36 months to begin on or about March 1, 2025 and to end February 29, 2028, unless otherwise terminated in accordance with the termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two additional 12 month periods at the same prices, terms, and conditions. Total contract time may not exceed 60 months.

### **4. DELIVERABLES**

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

### **5. PERFORMANCE STANDARDS**

#### **5.1. PERFORMANCE REQUIREMENTS**

#### **5.2. PERFORMANCE MEASUREMENT/EVALUATION**

#### **5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of 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, LCTCS, 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 LCTCS, 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.

## **6. PAYMENT TERMS**

Each LCTCS college shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment C** of this Contract. The Contractor may invoice the colleges monthly at the billing address designated by the college. Payments will be made by college within approximately 30 days after receipt of a properly executed invoice, and approval by college representative. 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.

## **7. TAXES**

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment A** of this Contract. State agencies are exempt from all State and local sales and use taxes.

## **8. LATE PAYMENTS**

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

## **9. 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.

## **10. TERMINATION**

LCTCS 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 LCTCS; (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.

### **10.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

LCTCS may terminate this Contract for cause based upon the failure of the 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 LCTCS 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 LCTCS 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 LCTCS to comply with the terms and conditions of this Contract, provided that the Contractor shall give LCTCS written notice specifying LCTCS's failure and a reasonable opportunity for LCTCS to cure the defect.

#### **10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

College may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. College shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

#### **10.3. 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.

### **11. 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.

### **12. OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for



herein shall become the property of LCTCS, and shall, upon request, be returned by the Contractor to LCTCS, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by LCTCS shall remain the property of LCTCS, and shall be returned by the Contractor to LCTCS at the Contractor's expense, at termination or expiration of this Contract.

### **13. USE OF AGENCY'S FACILITIES**

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

The Contractor shall be responsible for any loss or damage to property of LCTCS 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 LCTCS 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 LCTCS, the Contractor shall notify LCTCS thereof and shall take all reasonable steps to protect that property from further damage.

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

### **14. 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.

### **15. WARRANTIES**

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

*No Surreptitious Code Warranty.* The Contractor warrants that the 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 LCTCS-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 LCTCS 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 LCTCS, LCTCS will not be obligated to compensate the Contractor of any costs incurred by the 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

## **16. LIABILITY AND INDEMNIFICATION**

### **16.1 CONTRACTOR LIABILITY**

The Contractor shall be liable without limitation to LCTCS 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 the 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. LCTCS 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 LCTCS, 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 the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from LCTCS act or failure to act.

### **16.4 INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor shall fully indemnify and hold harmless LCTCS, 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 LCTCS.

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, the 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 LCTCS 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 LCTCS monetary compensation for all payments made under this 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 LCTCS'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 the 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 LCTCS 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 LCTCS then, upon notice to the Contractor, LCTCS 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. DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against LCTCS, 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. LCTCS 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 LCTCS's written consent before entering into any settlement or dismissal.

## **18. INSURANCE**

The Contractor shall furnish LCTCS with Certificates of Insurance (COI) effecting coverage(s) required by this RFP in accordance with **Attachment E - Insurance Requirements for Contractors**. 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 LCTCS before work commences. LCTCS reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment E - Insurance Requirements for Contractors** for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## **19. 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.

## **20. 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.

## **21. SUBCONTRACTORS**

The Contractor may 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 LCTCS for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **22. 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 LCTCS for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

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

## **23. ASSIGNMENT**

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

## **24. 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 LCTCS if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

## **25. CONFIDENTIALITY**

The following provision will apply unless LCTCS statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to LCTCS's operations which are designated confidential by LCTCS and made available to the Contractor in order to carry 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 LCTCS. The identification of all such confidential data and information as well as LCTCS's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LCTCS 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 LCTCS to be adequate for the protection of LCTCS's confidential information, such methods and procedures may be used, with the written consent of LCTCS, 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.

## **26. CONTRACT CONTROVERSIES**

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

## **27. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of LCTCS, 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. Records shall be made available during normal working hours for this purpose.

## **28. RECORD RETENTION**

The Contractor shall maintain all records in relation to this Contract for a period of at least five years after final payment

## **29. 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. CONTRACTOR'S COOPERATION/CLOSE-OUT**

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

## **31. SECURITY**

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

## **32. 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 LCTCS information technology systems or networks. Examples would include but not be limited to LCTCS-issued laptops, VPN credentials to access the LCTCS network, badging to access LCTCS's telecommunications closets or systems, or permissions to maintain or modify IT systems used by LCTCS. 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.

## **33. COMMENCEMENT OF WORK**

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

#### **34. 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 the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

#### **35. 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.

#### **36. 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.

#### **37. 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).

#### **38. 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.

#### **39. 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.

#### **40. 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.

#### **41. PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

#### **42. FUND USE**

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.

#### **43. 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.

#### **44. HEADINGS**

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



#### **45. GOVERNING LAW**

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

#### **46. 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.

#### **47. ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, 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/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 finally, the Contractor's Proposal.

IN WITNESS WHEREOF, the parties have executed this Contract.

CONTRACTOR SIGNATURE:

LCTCS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment E - Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of this 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.

#### **4. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Agreement. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by LCTCS. 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. LCTCS, 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 LCTCS.
- b. The Contractor's insurance shall be primary as respects LCTCS, its officers, agents, employees and volunteers for any and all losses that occur under this Contract. Any

- insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
2. **Workers Compensation and Employers Liability Coverage**  
To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the LCTCS, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for LCTCS.
  3. **All Coverages**
    - a. All policies must be endorsed to require 30 days written notice of cancellation to the LCTCS. 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 LCTCS of policy cancellations or reductions in limits.
    - b. The acceptance of the completed work, payment, failure of the LCTCS to require proof of compliance, or LCTCS'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 LCTCS 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 LCTCS, 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 LCTCS 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 LCTCS before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

Louisiana Community and Technical College System  
265 South Foster Drive, 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. LCTCS 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 LCTCS, 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**

Contractor shall include all subcontractors as insureds under its policies OR shall be

responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency 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 the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The 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 – Electronic Vendor Payment

[Submit by Email](#)[Print Form](#)[Reset Form](#)

### LCTCS Board of Supervisors Direct Deposit - Payment Delivery Authorization

Please print or type

Name: \_\_\_\_\_  
(As it appears on W-9)

Email Address: \_\_\_\_\_  
(For Direct Deposit Advice)

I authorize the Board of Supervisors of the Louisiana Community and Technical College System (Board of LCTCS) to initiate electronic credit entries to the account I have indicated below for all non-payroll related payments due to me.

For any funds paid to me which are not due and owing to me, through direct deposit, I hereby agree and authorize LCTCS to initiate compensating electronic transactions to reverse any over or incorrect payments. In the event such electronic transactions are unsuccessful, LCTCS will notify me of the amount to be returned.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of Louisiana and U.S. law.

☐ **Option 1 (for employees only)**

Please deposit my payments using the account information currently on file with centralized payroll.

☐ **Option 2**

Financial Institution Name \_\_\_\_\_  
Financial Institution Routing (ABA) Number \_\_\_\_\_  
Bank Account Number \_\_\_\_\_  
Account Name \_\_\_\_\_  
Account Type (Check One)

☐ Checking ☐ Savings

#### How to Revoke or change your Authorization:

This authority will remain in effect until I change or cancel it in writing the Board of LCTCS.

☐ Discontinue my direct deposit. (Please update your mailing address below)

Address Line 1 \_\_\_\_\_  
Address Line 2 \_\_\_\_\_  
City, State Postal Code \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Bank Account Authorized Signer)

## **ATTACHMENT G – INFORMATION SECURITY**

### **LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM Internal Policy Information Security and Acceptable Use Policy (ISAUP)**

Authority: System President	Original Adoption: Feb. 08, 2018
	Effective Date: Feb. 08, 2018
	Last Revision: Feb. 08, 2018

#### **Policy Statement**

All Louisiana Community and Technical College (LCTCS) Board Office employees and third parties that create, use, maintain or handle LCTCS IT resources shall follow LCTCS's Information Security and Accessibility Policy (ISAUP). All Louisiana Community and Technical College (LCTCS) Board Office Information Technology (IT) resources shall only be used to support the administrative needs of the LCTCS Board Office. This policy applies to employees of the Louisiana Community and Technical College System (LCTCS) Board Office, contractors and vendors that connect to servers, applications or network devices that contain or transmit LCTCS Protected Data.

This policy shall be subject to and superseded by applicable regulations and laws.

#### **Policy Purpose**

The Information Security and Accessibility Policy applies to all users of LCTCS Board Office IT resources. The purpose of the LCTCS Board Office IT resources is to support the administrative needs of the college system. LCTCS has a responsibility to ensure that IT resources be used in a manner that supports the business needs of the Board Office, and that protects the institution from harm that may result from misuse. Accordingly, the ISAUP supports the following goals:

1. Promote a "security is everyone's responsibility" philosophy to assist the LCTCS Board Office in meeting its business and legal commitments.
2. Ensure that the LCTCS Board Office complies with all applicable laws and regulations.
3. Ensure the integrity, reliability, availability, and superior performance of IT resources.
4. Ensure that users are protected from data breach and cybercrime.
5. Prevent unauthorized disclosure of critical information.
6. Ensure the LCTCS Board Office is protected from financial, legal, regulatory, and reputational harm.
7. Ensure that IT systems are used for their intended purposes.
8. Establish processes for addressing policy violations and sanctions for violators.

#### **Policy Violation**

1. Violation of the ISAUP may result in disciplinary action, up to and including termination of employment.
2. The LCTCS Board Office reserves the right to report violations of federal, state and local laws and regulations governing computer and network use, as well as interactions that occur on the Internet, to authorities as deemed appropriate.

3. Users who violate the ISAUP may be held liable for damages to LCTCS Board Office assets, including but not limited to the loss of information, computer software and hardware, lost revenue due to down time, fines and judgments imposed as a direct result of the violation.
4. The LCTCS Board Office reserves the right to deactivate a user's access rights, whether or not the user is suspected of any violation of this policy, when necessary to preserve the integrity of IT Resources.

### **Policy Exceptions**

Policy exceptions to the LCTCS Board Office Information Security policy will be permitted only when approved in advance and in writing by the LCTCS System President.

#### **I. Information Security**

##### **General Use and Responsibilities:**

1. Maintain current knowledge of, and comply with, the contents of the ISAUP.
2. Distribute confidential and sensitive information on a limited basis to those with a business need to know the information.
3. Protect all PII, NPI, PCI and other regulated or proprietary data from unauthorized access.
4. Notify the IT Department and/or the IT Helpdesk of any suspected breaches.

#### **II. Acceptable Use**

##### **General Use and Responsibilities:**

The ISAUP establishes specific requirements for the use of LCTCS Board Office IT resources by any user, including those used in connection with a privately owned computer or other device. The LCTCS Board Office reserves the right to amend or otherwise revise this document, as necessary. Users are responsible for reviewing the ISAUP periodically to ensure continued compliance. By using IT resources, the user agrees to the terms and conditions of the ISAUP. Users consent to the LCTCS Board office's use of scanning programs for security purposes on privately owned computers or other devices while they are attached to the LCTCS network.

1. All computing and mobile devices that connect to the LCTCS network are subject to the ISAUP.
2. Users include, but are not limited to, all LCTCS employees, contractors, guests, consultants, and other workers, including all personnel affiliated with third parties.
3. Users shall access only IT resources for which they have authorization.
4. Users are individually responsible for appropriate use of their computer, account and the IT resources assigned to them.
5. Users have a responsibility to report the theft, loss or unauthorized disclosure of LCTCS Board Office proprietary information and/or IT resources.
6. Users shall not use IT resources for uses that are inconsistent, incompatible or in conflict with state or federal law or other LCTCS policies.
7. Users are responsible for exercising good judgment regarding the reasonableness of personal use.

8. The LCTCS Board Office is bound by its contractual and license agreements respecting certain third party software – users are expected to comply with all such agreements when using IT resources.
9. Users shall not intentionally disrupt the computing environment or obstruct the work of other users.

### **III. Access Control**

#### **General Use and Responsibilities:**

These access controls are designed to minimize potential exposure to the LCTCS Board Office resulting from unauthorized use of resources and to preserve and protect the confidentiality, integrity and availability of the System's networks, systems and applications.

This policy applies to employees of the Louisiana Community and Technical College System (LCTCS) Board Office, contractors and vendors that connect to servers, applications or network devices that contain or transmit LCTCS Protected Data.

#### **Policies & Procedures:**

##### **A. User Access**

All users of LCTCS Board Office IT resources will abide by the following set of rules:

- Users with access to LCTCS Board Office IT resources will utilize a unique LCTCS Active Directory (AD) account. This account will conform to the following standards through controls in AD Group Policy:
  - The password will conform, at a minimum, to 12 characters, and shall contain 3 of the following 4 characteristics:
    - Upper case letters
    - Lower case letters
    - Numbers
    - Special Characters
  - Accounts will require a password change every 105 days
    - Student accounts are not be required to change passwords. However, password strength will be enforced if they change their password (i.e., forgot password).
  - Accounts will be locked for no less than 30 minutes upon five unsuccessful login attempts.
  - LCTCS Board Office computers will automatically enable the computers screen saver if their session is idle for more than 15 minutes. Re-entry of their password is required to unlock the screen saver.
  - LCTCS Board Office computers shall contain a login banner that displays the following content:



“This computer system is the property of the Louisiana Community and Technical College System and may be accessed only by authorized users. Unauthorized use of this system is strictly prohibited and may be subject to criminal prosecution. LCTCS may monitor any activity or communication on the system and retrieve any information stored within the system. By accessing and using this computer, you are consenting to such monitoring and information retrieval for law enforcement and other purposes. Users should have no expectation of privacy as to any communication on or information stored within the system, including information stored locally on the hard drive or other media in use with this unit (e.g., floppy disks, PDAs and other hand-held peripherals, CD-ROMs, etc.)”

- Account activity will be logged and monitored.
- Users will not login using generic, shared or service accounts.
- Contractors with remote access to customer premises (for example, for support of systems or servers) shall use a unique authentication credential assigned by LCTCS IT.

#### **B. Administrative Access**

- IT employees will abide by the above user access guidelines.
- Administrators will immediately revoke all of a user's access to the LCTCS Board Office network when a change in employment status dictates the user no longer requires such access.
- All service accounts must be used by no more than one service, application, or system.
- Administrators must not extend a user group's permissions in such a way that it provides inappropriate access to any user in that group.

#### **C. Remote Access**

All LCTCS Board Office employees accessing LCTCS IT resources remotely must abide by the following rules:

- No non LCTCS Board Office IT network devices are allowed on the LCTCS network, or other unapproved remote access technology.
- All remote access must be authenticated and encrypted through the LCTCS Board Office remote access portal.
- The CIO or their designee must approve all third party access to the LCTCS Board Office network.
- Third parties may access only the systems that they support or maintain.
- All third party accounts in the LCTCS Board Office Active Directory will be disabled and inactive unless needed for support or maintenance. All third parties with access to the LCTCS Board Office network must adhere to all regulations and governance standards associated with that data (e.g., PCI security requirements for cardholder data, FERPA requirements for student

records, HIPAA requirements for Protected Health Information). Third party accounts must be immediately disabled after support or maintenance is complete.

- Copying classified and restricted data from LCTCS Board office systems to a user's personal computing device is prohibited.
- Remote access will be disconnected automatically after 8 hours.

## **D. Physical Access**

### **1. Facilities Security**

- The main entrance to the LCTCS Board Administrative building will be unlocked during regular business hours.
- The main entrance to the LCTCS SIS building will only be unlocked during scheduled meeting and/or training events.
- All other LCTCS Board Office entrances will be secured with access controlled by the LCTCS Board Office building access control system.
- Employees will be granted access right to only those entrances required for the execution of their assigned duties.

### **2. Data Center Security**

The LCTCS data center will abide by the following physical security requirements:

- Video surveillance is installed to monitor access into and out of the LCTCS data center.
- Access to the LCTCS data center is controlled using an electronic badge and personal PIN systems. IT staff have badges with security access and require entry of a Personal PIN to gain entry.
  - Only the Director of Facilities, Chief Operations Officer (COO) and Chief Information Officer (CIO) will have physical keys with access to this space.
- Physical access to the LCTCS data center is limited to LCTCS IT Staff or contractors whose job function or responsibilities require such physical access.
- Authorized LCTCS personnel will accompany visitors accessing the LCTCS data center, and all access will be logged via the Data Center Visitor Access Log.
  - This log will be stored in the LCTCS Data Center.
  - Each visitor, and accompanying authorized LCTCS personnel, must sign in and out of the data center.
  - The log data will be kept for at least a period of three months.
- Modification, additions or deletions of physical access to the LCTCS data center will be managed by the CIO.

- All terminated onsite personnel and expired visitor identification (such as ID badges)" will have their access revoked immediately.
- Physical access requires the approval of the Director of Facilities and CIO.
- The CIO will review audit physical access to LCTCS data center on an annual basis.

### 3. Data Closet Security

All data closets in LCTCS Board Office facilities will be secured, and access controlled by employee badge/fob. LCTCS IT Systems Operation and Network Operations staff will have access granted through the LCTS Board Office building access control system. Access will be restricted to only the Director of Facilities, COO, CIO and aforementioned IT staff will have access.

## IV. Data Classification

### General Use and Responsibilities:

1. Information Technologies (IT) Responsibility—All IT employees who come into contact with sensitive Louisiana Community and Technical College System (LCTCS) Board Office information are expected to familiarize themselves with this data classification policy and to consistently use these same ideas in their daily LCTCS business activities. Sensitive information is either Confidential or Restricted information, and both are defined later in this document. Although this policy provides overall guidance, to achieve consistent information protection, LCTCS IT employees are expected to apply and extend these concepts to fit the needs of day-to-day operations. This document provides a conceptual model for LCTCS IT for classifying information based on its sensitivity, and an overview of the required approaches to protect information based on these same sensitivity classifications.

2. Addresses Major Risks - The IT data classification system, as defined in this document, is based on the concept of need to know. This term means that information is not disclosed to any person who does not have a legitimate and demonstrable business need to receive the information. This concept, when combined with the policies defined in this document, will protect LCTCS information from unauthorized disclosure, use, modification, and deletion.

3. Applicable Information - This data classification policy is applicable to all electronic information for which LCTCS IT is the custodian.

### **A. Access Control**

1. Need to Know—Each of the policy requirements set forth in this document are based on the concept of need to know. If an LCTCS IT employee is unclear how the requirements set forth in this policy should be applied to any particular circumstance, he or she must conservatively apply the need to know concept. That is to say that information must be disclosed only to those people who have a legitimate business need for the information.

2. System Access Controls—The proper controls shall be in place to authenticate the identity of users and to validate each user's authorization before allowing the user to access information or services on the system. Data used for authentication shall be protected from unauthorized access. Controls shall be in place to ensure that only personnel with the proper authorization and a need to know are granted access to LCTCS

Board office systems and their resources. Remote access shall be encrypted and controlled through identification and authentication mechanisms.

3. Access Granting Decisions—Access to LCTCS Board Office sensitive information must be provided only after the written authorization of the data owner has been obtained. Access requests will be presented to the data owner using the Access Request template. Custodians of the involved information must refer all requests for access to the relevant owners or their delegates. Special needs for other access privileges will be dealt with on a request-by-request basis. The list of individuals with access to Confidential or Restricted data must be reviewed for accuracy by the relevant data owner in accordance with a system review schedule approved by the CIO.

## **B. Information Classification**

1. Owners and Production Information—All electronic information managed by LCTCS IT must have a designated owner. Production information is information routinely used to accomplish business objectives. Owners should be at the Director level or above. Owners are responsible for assigning appropriate sensitivity classifications as defined below. Owners do not legally own the information entrusted to their care. They are instead designated members of the LCTCS management team who act as stewards, and who supervise the ways in which certain types of information are used and protected.

2. CONFIDENTIAL - This classification applies to the most sensitive business information, such as Personally Identifiable Information (PII), that is intended for use strictly within LCTCS. Its unauthorized disclosure could seriously and adversely impact LCTCS, its customers, its business partners, and its suppliers.

3. PRIVATE - This classification applies to less-sensitive business information, such as Non-Public Information (NPI), that is intended for use within LCTCS. Its unauthorized disclosure could adversely impact LCTCS or its customers, suppliers, business partners, or employees.

4. PUBLIC - This classification applies to information that has been identified by LCTCS management as not harmful if disseminated to the public. By definition, there is no such thing as unauthorized disclosure of this information and it may be disseminated without potential harm.

5. Owners and Access Decisions - Data owners must make decisions about who will be permitted to gain access to information, and the uses to which this information will be put. IT must take steps to ensure that appropriate controls are utilized in the storage, handling, distribution, and regular usage of electronic information.

## **C. Object Reuse and Disposal**

Storage media containing sensitive (i.e., restricted or confidential) information shall be completely empty before reassigning that medium to a different user or disposing of it when no longer used. Simply deleting the data from the media is not sufficient. A method must be used that completely erases all data. When disposing of media containing data that cannot be completely erased it must be destroyed in a manner approved by the CIO.

## **D. Special Considerations for Restricted Information**

If restricted information is going to be stored on a personal computer, portable computer, personal digital assistant, or any other single-user system, the system must conform to access control safeguards approved by IT and LCTCS senior management. When these users are not currently accessing or otherwise actively using the restricted information on such a machine, they must not leave the machine without logging off, invoking a password protected screen saver, or otherwise restricting access to the restricted information.

Data Encryption Software – LCTCS employees and vendors must not install encryption software to encrypt files or folders without the express written consent of the CIO.

## **E. Information Transfer**

1. Transmission Over Networks—If LCTCS sensitive data is to be transmitted over any external communication network, it must be sent only in encrypted form. Sensitive data should never be sent in the body of an email and only via encrypted file attachments. The preferred method of dissemination is moving the data to a shared system that requires encryption in transit, encryption at rest, and secure login for the recipient to retrieve (i.e., SharePoint, OneDrive, DropBox)

1. Transfer To Another Computer—Before any sensitive information may be transferred from one computer to another, the person making the transfer must ensure that access controls on the destination computer are commensurate with access controls on the originating computer. If comparable security cannot be provided with the destination system's access controls, then the information must not be transferred.

## **V. Incidence Response**

### General Use and Responsibilities:

All Incident Response plans and procedures shall be documented and implemented to address all incident detections and responses, especially related to critical systems. Louisiana Community and Technical College System (LCTCS) board office staff shall be aware of their responsibilities in detecting security incidents to facilitate the incident response plan and procedures. As part of the organization's communication strategy, incident reports will be sent to the Chief Information Officer (CIO) & Chief Operations Officer (COO).

All incident detections and responses, especially those related to critical systems, shall follow this policy. These processes and procedures exist to mitigate risk, reduce costs, and reduce downtime due to security incidents.

### Policies & Procedures:

#### **A. Incident Identification**

1. LCTCS Board Office employees shall be aware of their responsibilities in detecting security incidents to facilitate the incident response plan and procedures.
2. All LCTCS Board Office employees have the responsibility to assist in incident response procedures within their particular areas of responsibility.

3. Some examples of security incidents that an employee might recognize in their day-to-day activities include, but are not limited to:
  - a. Theft, damage or unauthorized access (e.g., unauthorized logins, papers missing from their desk, broken locks, missing log files, an alert from a Public Safety employee, video evidence of a break-in or unscheduled/unauthorized physical entry);
  - b. Fraud (e.g., inaccurate information within databases, logs, files or paper records);
  - c. Abnormal system behavior (e.g., unscheduled system reboot, unexpected messages, abnormal errors in system log files or on terminals);
  - d. Security event notifications (e.g., file integrity alerts, intrusion detection alarms, and physical security alarms).
4. All LCTCS Board Office employees, regardless of job responsibilities, should be aware of the potential incident identifiers and know whom to notify in these situations. In all cases, employee should report incidents per the instructions under Reporting and Incident Declaration below.

#### **B. Reporting and Incident Declaration**

1. The CIO shall be notified immediately of any suspected or confirmed security incidents involving LCTCS Board Office computing assets, particularly any critical system(s).
2. If it is unclear whether a situation should be considered a security incident, the CIO should be contacted to evaluate the situation.
3. As part of the organization's communication strategy, incident reports will be forwarded to the CIO & COO.

#### **C. Reporting and Incident Declaration Standards**

1. With the exception of the steps outlined below, it is imperative that any investigative or corrective action be taken only at the direction of the Chief Information Officer (CIO) to assure the integrity of the incident investigation and recovery process.
2. When faced with a potential situation, you should do the following:
  - a. If the incident involves a compromised computer system, do not alter the LCTCS of the computer system.
  - b. Report the security incident by contacting the CIO to report suspected or actual incidents.
  - c. Communications should remain internal, with supervisor(s) and CIO for initial assessment of any details or generalities surrounding the suspected or actual incident. The COO will coordinate all communications with law enforcement or the public.

#### **D. Incident Severity Classification**

1. The CIO will first attempt to determine whether the security incident justifies a formal incident response.
2. In cases where a security incident does not require an incident response, the issue will be forwarded to the appropriate area of IT to ensure that all technology support services required are executed.

## **VI. Anti-Malware Protection**

### **General Use and Responsibilities:**

All Louisiana Community and Technical College System (LCTCS) Board Office computer resources will be protected with one or more approved Anti-Malware software products.

### **Policies and Procedures:**

1. LCTCS CIO shall approve Anti-Malware software for use on all applicable IT resources. All Anti-Malware products shall be configured to receive automatic updates, perform periodic scans, and log events.
2. Users shall not change the configuration or disable the Anti-Malware software.
3. Anti-Malware software must be configured to automatically update signature data.
4. Systems running LCTCS Anti-Malware software shall alert IT Staff in real time of the detection of a virus.

## **VII. Definitions**

Cybercrime – Criminal activity or a crime that involves the Internet, a computer system, or computer technology.

Data breach – An incident in which sensitive, protected or confidential data has potentially been viewed, stolen or used by an individual unauthorized to do so. A data breach may involve personal health information (PHI), personally identifiable information (PII), trade secrets or intellectual property.

ISAUP – Information Security and Acceptable Use Policy defines how the LCTCS Board Office IT resources shall be protected.

NPI – Non Public Information – LCTCS Board Office specific information such as financial documents, employee information, etc.

PCI – Payment Card Industry – Data Security Standard. Promotes Payment Card Industry standards for the safety of cardholder data across the globe.

PII – Personally, Identifiable Information – any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII.

User – Any person who makes any use of any LCTCS Board Office IT resource from any location (whether authorized or not).