

**INVITATION TO BID
40010-10617
Furnish
Call Center for
Louisiana Delta Community College**

ISSUING AGENCY: Louisiana Delta Community College
Purchasing Department
ATC Building
7500 Millhaven Road
Monroe, LA 71203

CHIEF PROCUREMENT OFFICER: Gayle Doucet gdoucet@bpcc.edu
Ph: (318) 678-6117

ITB Release Date: February 17, 2025

DEADLINE FOR INQUIRIES: 12:00 p.m., Central Time, March 5th, 2025

BID OPENING DATE: March 19, 2025

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Louisiana Delta Community College
Purchasing Department
ATC Building
7500 Millhaven Road
Monroe, LA 71203

UNSIGNED OR LATE BIDS WILL BE REJECTED

SECTION I. GENERAL INFORMATION

1.1 Purpose

This Invitation to Bid (ITB) sets forth the requirements and specifications of Louisiana Delta Community College. The contents of this ITB and the Bidder/Vendor/Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

Louisiana Delta Community College (LDCC) requires a vendor to provide an Inbound Student Services Call Center Services. LDCC is a multi-campus institution with more than 3,000 students. LDCC's current Enterprise Resource Planning (ERP) system is Ellucian Banner application.

The call center will respond to calls requesting detailed student services information regarding admissions, financial aid, enrollment services, and general inquiries.

The successful vendor will provide its staff members with comprehensive training and detailed instructions on the entire student services processes making sure they are knowledgeable of all the various types of assistance and highly trained in the area of customer service including bi-lingual agents to support our commitment to Spanish speaking students and parents. The call center will have access to the software needed to provide student support services.

Call Center/Switchboard Services

A switchboard service to answer and direct incoming calls to the appropriate person or department within LDCC. LDCC will provide a resource document with offices and individuals on the campus for transfer calls.

Inquiries related to student services including admissions, financial aid, enrollment services, and general inquiries will be answered by the call center.

Student Engagement Outreach Services (Optional)

Outreach to students or prospective students for enrollment campaigns. LDCC will provide vendor with call list to include name and phone number. Reports on feedback and campaign results are required upon completion

1.2 Project Scope

Requests for bids are being sought to provide a campus wide one-source, turnkey solution for a Call Center.

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
ITB posted to LaPac	2/17/25	2:00 p.m., CST
Deadline to received written inquiries	3/05/25	12:00 p.m., CST
Deadline to answer written inquiries	3/10/25	4:30 p.m., CST
ITB Opening Date (deadline for submittal)	3/19/25	2:00 p.m., CST
Contract Initiation	To be determined	
Contract Start Date	To be determined	

NOTE: Louisiana Delta Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the ITB.

1.4 Definitions

- A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person having a contract with LDCC..
- F. LDCC – Louisiana Delta Community College

SECTION II INSTRUCTIONS TO BIDDERS

2.1 Purpose

This invitation to bid (ITB) sets forth the requirements and specifications of Louisiana Delta Community College. The contents of this ITB and all responses shall become contractual obligations if a contract ensues. The ITB, vendor’s response and any resulting contract shall be governed under the laws of the State of Louisiana

2.2 Governing Bid Regulations

All activities associated with this ITB shall be interpreted under Louisiana Law. All bids and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1738; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$25,000 all solicitations must be advertised on the State Purchasing website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

2.3 Bid Opening

Bids shall be opened and read aloud on the specified time and date as specified in Section 1.3 Schedule of events.

2.4 Sealed Bid Submittal

The entire bid shall be sealed. The name and address of the bidder shall appear on the outside of the envelope or box. The envelope or box shall clearly identify the bid number and scheduled returned date and time. Bids may be submitted by hand or US Mail to:

Louisiana Delta Community College
Attn: Mya Romero
ATC Building
7500 Millhaven Road
Monroe, LA 71203

No faxed copies will be accepted. Additionally, any bids received after the due date and time stated in the ITB will automatically be rejected. Please note that express mail or USPS carriers may not deliver directly to 7500 Millhaven Road. The bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to 7500 Millhaven Road.

2.5 Bidder Response Format

All bids shall be submitted in one volume with requested information appropriately identified. The bid form must be signed in ink by an officer of the entity authorized to sign the bid. Prices shall be typewritten or in ink. Any alterations of the bid form or foreign conditions attached thereto may cause rejection of the bid. All bids shall be submitted in a format in accordance with the requirements of Section VI parts A&B.

2.6 Number of copies

The bidder should submit one (1) original signed bid response.

2.7 Certificate of Authority to Transact Business

The successful bidder shall furnish a photocopy of the Company's authority to do business in the State of Louisiana pursuant to R.S. 12:301.

2.8 Bidder Inquiry Periods

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events (*). Initial inquiries shall not be entertained thereafter.

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

Further, we realize that additional questions or requests for clarification may be generated from LDCC's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bidder documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any LDCC employee or consultant. LDCC shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by LDCC. Answers to all questions and any other changes or clarifications to the solicitation shall be responded to directly in writing and if deemed to significantly impact the ITB will then be issued by an addendum.

Inquiries concerning this solicitation may be emailed to – gdoucet@bpcc.edu

2.9 Errors and Omissions in Bid

LDCC will not be liable for any error in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: LDCC reserves the right to make corrections or clarifications due to patent errors identified in bids by LDCC. LDCC, at its option, has the right to request clarification or additional information from the Bidder.

2.10 Correction of Mistakes

Erasures, write-overs, corrections or other changes in the bid shall be explained or noted over the initials of the bidder. Failure to do so may result in rejection of the bid without further consideration.

2.11 Changes, Addenda, Withdrawals

LDCC reserves the right to change the calendar of events or issue Addenda to the ITB at any time. LDCC also reserves the right to cancel or reissue the ITB.

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

2.12 Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the bid closing date and time. To accomplish this, a written request signed by the authorized representative of the bidder must be submitted to LDCC Purchasing Department.

2.13 Material in the ITB

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

2.14 Waiver of Administrative Informalities

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

2.15 Bid Rejection

Issuance of this ITB in no way constitutes a commitment by LDCC to award a contract. LDCC reserves the right to accept or reject any or all bids submitted or to cancel this ITB if it is in the best interest of LDCC to do so.

2.16 Ownership

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

2.17 Cost of Offer Preparation

LDCC is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid, and any other expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by LDCC.

2.18 Bid Validity

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

2.19 Confidentiality

All bids shall become a matter of public record. Any information considered confidential shall not be included in the bid response.

2.20 Qualifications of Bidder

The College reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any bidder to perform the services. The bidder shall furnish all information and data for this purpose as the College may request. The unreasonable failure of any bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

2.21 Prices

The process proposed shall be form to cover all labor, equipment, materials, supplies, services, supervision, bonds, insurance, transportation and any other costs necessary to provide contact center services in full conformity with the ITB. Prices shall include all applicable taxes.

2.22 Insurance

Vendor/Contractor shall thoroughly review the insurance requirements and indemnification agreement as stated & required in Section IV & Appendix A. **Appendix A & B shall be signed & submitted with the bid forms.**

SECTION III TERMS AND CONDITIONS

3.1 Performance Bond

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

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

The performance bond shall be received within ten (10) calendar days of official written notice, in the full amount of the annual contract for the full contract period made payable to Louisiana Delta Community College. If the contract is renewed, then the bond or performance guarantee shall be required to be renewed for each successive contract term in force.

3.2 Non-negotiable Contract Terms

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

3.3 Taxes

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

3.4 Prime Contractor Responsibilities

The selected Bidder shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. LDCC shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.5 Acceptance of Bid Content

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidder to accept these obligations shall result in the rejection of the bid.

3.6 Conflict of Interest

Bidders are to disclose any employee relationships with Louisiana Delta Community College that may be perceived as a conflict of interest. Bidders are also required to disclose the names of any officials or employees who have a material financial interest in the suppliers firm and all such disclosure should be submitted with the bid documents.

3.7 Payment for Services

Payments will be made by LDCC within approximately thirty (30) days after receipt of a properly executed invoice, in accordance with the terms of any contract resulting from the ITB. All invoices shall denote the contract number. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

3.8 Termination

Termination of this agreement for cause – LDCC may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that LDCC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then LDCC may, at its option, place the Contractor in default and the Agreement 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 LDCC to comply with the terms and conditions of this agreement, provided that the Contractor shall give LDCC written notice specifying LDCC's failure and a reasonable opportunity for LDCC to cure the defect.

Termination for non-appropriation of funds - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

Termination for Convenience – Either party may terminate this agreement at any time by giving sixty (60) days' notice to the other party.

3.9 Cancellation Conditions

In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to: The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Contractor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.

3.10 Assignment

Any assignment of contract must be submitted in advance in writing and subject to approval by the Chief Procurement Officer. Any assignment of contract would be subject to all terms and conditions of the existing contract.

3.11 Availability of Funds

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the bid. The College shall not be responsible for any costs incurred by the Bidder in the preparation of any bid.

3.12 Record Retention

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

3.13 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this ITB and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property LDCC.

3.14 Access to Records

The Contractor agrees the College, It's Auditor and the Legislative Auditor of the State of Louisiana shall have access to and the right to audit and examine any pertinent books, documents, papers and records of the Contractor related to this ITB and any resulting contract agreement.

3.15 Content of Contract/ Order of Precedence

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

3.16 Contract Agreement

The contract and any properly executed amendment thereto, the ITB, and the Bidder's response shall constitute the entire agreement between parties and shall supersede all prior agreement or understandings. The contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the contract. In the event of any inconsistent provision, the contract (excluding the ITB and Contractor's bid) shall take precedence, followed by the provision of the ITB and then by the terms of the Contractor's bid. The Contractor shall execute a contract with the College no later than fourteen (14) days after notification to execute the contract.

3.17 Execution of Contract Agreement

The Contractor shall execute a contract with the College, no later than the expiration period for furnishing performance guarantee.

3.18 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this ITB shall be made without the prior approval of the Chief Procurement Officer.

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.

3.19 Governing Law

All activities associated with this ITB process shall be interpreted under Louisiana Law. All bids and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB.

3.20 Copyrights and Patents

The Contractor shall indemnify and hold harmless the State, the College; it's Officers, Agents, and Employees from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented, invention. Article, or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, of licensee.

3.21 Equal Employment Opportunity

The Contractor shall be an equal employment opportunity employer, and shall neither discriminate nor permit discrimination in its operations or employment practices in any manner prohibited by law.

3.22 Force Majeure

Both parties agree that, if by reason of civil disorders, inclement weather, acts of God, or other unavoidable cause, such performance shall not be considered a breach of the contract agreement.

3.23 Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless the State, the College, its Officers, Agents and Employees from any loss of claim, damage, liability, injury, suit action, recovery or judgments, including defense costs and attorney's fees, of every nature and description arising out of the Contractor's, its Agents or Employee's performance under the contract agreement. The College shall notify the Contractor promptly in writing of any claim or action brought against the College in connection with the contract agreement. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The State shall have the right and option to be represented in any such claim or action. *Please see indemnification form Appendix "A"*

3.24 Independent Contractor

All of the Contractor's Employees furnishing or performing services under the contract agreement shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees, agents of, acting for, or on behalf of the College. The Contractor shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor, with respect to third parties shall be binding on the College.

3.25 Insurance

The Contractor at their expense shall procure and maintain in force throughout the course of the contract agreement General Liability and Workman's Insurance as per all terms and conditions of Section IV of the ITB

3.26 Laws

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state and federal government in the performance of the contract agreement. The Contractor shall be responsible for strict compliance with all applicable, local, state, and federal laws concerning fair employment, minimum wage, and equal opportunity practices.

3.27 Liens

The Contractor shall at all times keep the College free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishings of services (whether for services, work, labor performed, or materials or equipment procured) by the Contractor under the contract. The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the College in resolving the lien.

3.28 Notices

Any notice required under the Contract Agreement shall be in writing and may either be given by personal delivery or sent to the last known address on file with the College, unless otherwise specified elsewhere in the Contract Agreement. Notification to the College shall be to:

Louisiana Delta Community College
Purchasing Department
7500 Millhaven Road
Monroe, LA 71203

The address to which mailings may be changed by either party from time to time by written notice as set forth above.

3.29 Permits and Licenses

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract agreement required by law.

3.30 Contractor Personnel

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the contract agreement shall do so in a proper, workmanlike, and dignified manner. In the event of documented unsatisfactory performance, the College reserves the right to require the Contractor to remove and replace the party in question in regards to servicing the contract if the College deems it to be in the College's best interest.

3.31 Publicity

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the College without the express written consent of the College, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine list for matters of reference.

3.32 Qualification of the Contractor

The ability of the Contractor to secure performance guarantees shall not be regarded as the sole test of the Contractor's responsibility to perform the contract work. The College reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any contractor to perform the contract work. The Contractor shall furnish all information and data for this purpose as the College may request.

3.33 Standard of Performance

The Contractor agrees to perform the services specified under the Contract Agreement with the standard and care, skill, and diligence normally provided by a professional organization in the performance of such services.

3.34 Prime Contractor Responsibilities

The selected Bidder shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. LDCC shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.35 Subcontractors

Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. Contractor shall be responsible for all deliverables referenced in this ITB.

3.36 Supervision

The Contractor shall provide, at all times, adequate and expert supervision for its Agents and Employees in the areas under the Contract Agreement.

3.37 Taxes

Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provision of the applicable statutes and the regulations of the applicable taxation authority. The College will not be liable for any taxes assessed the Contractor, Employees, or Agents.

3.38 Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement 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>

3.39 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. LDCC reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

3.40 Legislators Prohibited

According to LA R.S. 42:113(D) the College is prohibited from entering into any contract or subcontract with a Legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a Legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder must return the enclosed Disclosure Form as part of his/her bid.

3.41 Subcontractors

The awarded contractor shall not subcontract any portion of the contract.

3.42 ADA Compliance

If applicable, the contractor warrants it will comply with federal and state disabilities laws and regulations and also warrants that the products and services provided conform to the applicable accessibility requirements of wcag 2.1 level aa or the most current version (the "accessibility standards"), section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, products and services provided under this contract do not fully conform to the accessibility standards, contractor shall immediately advise Louisiana Delta Community College (LDCC) procurement in writing of the nonconformance and shall provide LDCC a plan to achieve conformance to the accessibility standards, including but not limited to, an intended timeline for conformance. Contractor further agrees to indemnify and hold harmless LDCC from any claims or damages arising out of its failure to comply with the requirements of this paragraph. Failure to comply with these requirements shall constitute a material breach of this contract and may be grounds for termination of this contract by Louisiana Delta Community College.

4.1 SECTION IV. INSURANCE REQUIREMENTS

Before commencing work, the Other Party (Vendor) shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance should confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies

A. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per person/per disease. 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.

B. 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.

C. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The 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 the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. 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 contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

E. 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 contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 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.

F. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

G. All Certificates of Insurance of the Other Party shall reflect the following:

1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.

2) The Agency shall be named as an additional insured as regards negligence by the contractor. The 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.

3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

H. The following Indemnification Agreement shall be a provision of the contract:

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

The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Other Party in the defense of claims, but this shall not affect the Other Party's responsibility for the handling of and expenses for all claims.

I. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.

J. All property losses to Agency's property caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.

K. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Other Party from the insurance requirements and indemnification agreement obligations.

L. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.

M. If the Other Party does not continue to comply with all of the insurance requirements at any time during the

contract or at contract renewal, the Agency has the following options:

1. Payments to the Other Party may be withheld until the requirements have been met.
2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party.
3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. 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. The Agency, 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 the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. 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, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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 the Agency 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 the Agency, 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. Contractor shall furnish the Agency 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 the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Louisiana Delta Community College
7500 Millhaven Road
Monroe, LA 71203
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency 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 the Agency, 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 the 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 Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

4.2 Indemnification and Limitation of Liability

Vendor/Contractor or authorized individual of the Vendor/Contractor shall agree to the terms and conditions of indemnification as per Appendix A. **Appendix A shall be signed & submitted with the bid forms.**

SECTION V: Scope of Work

5.1 Bid must include the following information:

- General Questions
 - Call Center location(s).
 - Length of time vendor has been in business.
 - Current client list with contact information. Include a minimum of three (3) higher education institutions comparable to the size of LDCC for which similar services have been provided.
 - Provide narrative description of the proposed project team, its organizational structure and members.
 - Do you have bi-lingual operators available?
 - Do you track service levels? If so, what is your call abandon percentage?
 - Average escalation rate. What are your escalation procedures?
 - Are calls recorded?
- Staffing
 - Please describe your hiring process. Include employee screening, background checks, and minimum qualifications.
 - How many staff members will you have available to field calls on behalf of LDCC during a typical business day? Do you have trained backup staff in case of excessive call volume?
 - How is your staff evaluated for knowledge of financial aid processes and regulations, both state (Louisiana) and federal?
 - How is your staff evaluated for knowledge and compliance of FERPA regulations? Provide a detailed description of your experience and knowledge of FERPA regulations and compliance.
 - Provide evidence of customer service training of the vendor's staff to include policy, amount of training and how training is evaluated.
 - How is your staff evaluated for Ellucian Banner knowledge?
 - LDCC reserves the right to request that Contractor staff member(s) be reassigned. The reasons for request or removal will be discussed prior to the actual request with the Contractor.
- Training
 - Provide a detailed description of how training will be provided for your product and services. Also describe what training will be necessary for your personnel with regard to LDCC business practices.
 - Describe vendor set-up training and describe any cost to LDCC associated with this set-up training.
 - Training provided annually which will include Federal, State, and Institutional updates. How is LDCC updated and how is vendor updated?
- Services
 - Call Center operators must be available during regular hours – LDCC's current hours are **Monday – Friday 8 AM – 4:30 PM** but are subject to change.
 - When a mistake is discovered on a student's record by an operator how it is communicated to LDCC?
- System Support
 - Describe and provide documentation on how your service or application integrates with Ellucian Banner ERP Student Information System.
 - Provide documentation of current clients that are using Ellucian Banner ERP Student Information System.
 - Provide technical requirements, if necessary, for integrating with or connecting to Ellucian Banner ERP Student Information System.
 - Provide a detail list of LDCC system access requirements to provide call center service.
 - Provide documented Personal Identifiable Information (PII) access management policy, process, and practice.
 - Provide documentation outlining your overall data security and access practices.
 - Provide documentation explaining security options available with your service.
 - Demonstrate that security measures are in place to ensure safety and confidentiality of student data to include both paper and intranet.

- Provide documentation of your data destruction process, policy and practice.
- The Contractor will be solely responsible to warrant and ensure that all technology and procedures used by the Call Center comply with the regulations of the FCC and State Telemarketing laws. LDCC will not accept responsibility for any negligence if the Contractor does not follow these requirements.
- Reporting Requirements
 - Provide detailed usage reports with the option for data on a weekly and monthly basis.

Please provide any additional details that have not previously been addressed that may allow LDCC to make an informed decision.

5.2 Qualifications

The purpose of the qualifications section is to determine the ability of the Contractor to respond to this Invitation to Bid. Contractors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide a brief narrative describing the history of your company. Identify the number of employees in your company, the ownership and if the company has ever filed for bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the company. Also provide a list of prior names of business if changes have been made.
2. Provide position descriptions for each person dedicated to the LDCC program.
3. Describe any difficulties Bidder anticipates in performing its duties with LDCC and how Bidder plans to manage these difficulties. Contractor shall describe any assistance required from the LDCC.
4. Indicate if Contractor's company is for sale or is involved in any transaction to expand or to become acquired by another business entity. If yes, explain the expected impact, both in organizational and directional terms.

5.3 Services Defined

The following list specifies the items to be addressed in this section of your bid. Please read it carefully and address it completely and in the order listed to facilitate LDCC's review of your bid.

1. Provide a discussion (no more than two pages) of the company's financial resources, personnel resources, and ability to provide services and meet specification requirements.
2. Describe service support philosophy, how it is implemented, and how Contractor measures its success in maintaining this philosophy.
3. Describe quality assurance program, its quality requirements, and how they are measured.

5.4 Evidence of Successful Performance and Implementation Schedule

1. Provide an estimate of the earliest start date for services following execution of a Contract.

Call Center is to be fully operational by August 1st, 2025 or before.

2. Provide a detailed plan and schedule for the implementation of the call center. This schedule shall be complete with a listing of the specific tasks and milestones required for the successful implementation of the call center.

5.5 Cost Evaluation

1. Provide cost breakdown (per call) details for call center support.
2. Provide cost information for set-up (whether one-time or annual) or any other associated fees. Additional cost disclosed later will be at the expense of the Contractor.

5.6 Compliance and Security

1. Compliance and data security – Please describe in detail the level of compliance with each of these standards:
 - FERPA
 - Gramm-Leach-Bliley Act
 - NIST 800-171
2. Must be compliant with all Third-Party Servicer requirements as stipulated by the U.S. Department of Education Office of Federal Student Aid. <https://fsapartners.ed.gov/knowledge-center/library/dear-colleague-letters/2015-01-09/third-party-servicer-institutional-requirements-and-responsibilities>
3. Provide documentation outlining your overall data security and access practices. Include your Personal Identifiable Information (PII) access management policy, process, and practice.
4. Does your company allow home based call center staff?
 - How are home based agents monitored for data security purposes?
 - How are home based agents secured to the internet and your applications?
5. Describe contingency plan or disaster recovery plan in the event of a disaster.

APPENDIX A– INDEMNIFICATION FORM

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

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by: _____
Company Name

Signature

Date Accepted: _____

Is Certificate of Insurance Attached? _____ Yes _____ No

****This form must be completed and submitted with the bid***

APPENDIX B – ITB ACKNOWLEDGEMENT

Louisiana Delta Community College
Purchasing Department
7500 Millhaven Road
Monroe, LA 71203

Invitation To Bid

LDCC Call Center

Bids will be received at the above office until March 19th, 2025 @ 2:00 P.M., CST and at that time publically opened. Bids received after the above specified time and date will be returned unopened.

The undersigned certified that he/she or they have carefully examined all bid documents hereto, attached and made part thereof and agrees to comply with such instructions, conditions and specifications as required by the ITB. Any Addenda which if issued must be acknowledged and noted below. Signature to this bid form shall be construed as acceptance of the ITB in its entirety.

If the bidder is a corporation, the individual signing this Bid Response Form shall provide and be included with the bid, legal evidence of his/her authority to sign on behalf of the corporation.

Name of Bidder (Company): _____

Company Representative (Printed): _____ Title: _____

Company Representative's Signature: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

ADDENDA ACKNOWLEDGEMENT:

Addenda No. _____ Acknowledged _____ (initial)

Addenda No. _____ Acknowledged _____ (initial)

Addenda No. _____ Acknowledged _____ (initial)

Addenda No. _____ Acknowledged _____ (initial)

PERFORMANCE BOND:

Bidder to list the name, address (street / city / state / zip code) & telephone number of the Louisiana licensed surety that shall be used to furnish the required bond if selected the successful bidder:

Surety: _____ Telephone: _____

Address: _____

Agent Company: _____ Telephone: _____

INSURANCE COVERAGE TO BE PROVIDED BY THE BIDDER:

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

Worker's Compensation and Employers Liability
Statutory minimum coverage

Name of Insurer: _____

Insurer's Address: _____

Check Insurer's A.M. Best Rating: () A Level () B,C,D,E,F, Level

Check Best Financial Size Category Rating: () VI or Greater () V or Less

If not A.M Best Rated – State type of Insurer:

Agent Company: _____ Telephone No: _____

Commercial General Liability
\$2,000,000 minimum coverage

Name of Insurer: _____ (not the agent company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: () A Level () B,C,D,E,F, Level

Check Best Financial Size Category Rating: () VI or Greater () V or Less

Agent Company: _____ Telephone No: _____

Automobile Liability
\$1,000,000 minimum coverage

Name of Insurer: _____ (not the agent company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: () A Level () B,C,D,E,F, Level

Check Best Financial Size Category Rating: () VI or Greater () V or Less

Agent Company: _____ Telephone No: _____

**** This form must be completed and submitted with the bid**

BID RESPONSE FORM

Bidder's Name: _____

Telephone No.: (____) _____ Fax Number (____) _____

Address: _____
Mailing City State Zip

Scope: Furnish Call Center for Louisiana Delta Community College.

Period: Date of Award and terminate June 30th, 2026

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Louisiana Delta Community College, this contract may be extended for three (3) additional twelve (12) month periods at the same prices, terms and conditions.

The full term of the contract including the possible three (3) extensions shall not exceed a period of sixty (60) months in total.

I/we do hereby declare that I/we have carefully examined the Invitation to Bid and that I/we have a clear understanding of the said documents. I/we hereby propose to furnish the necessary Intercollegiate Athletics Insurance for the sum indicated on the bid response form.

Bid Price: I/we do hereby bid the following turnkey project for LDCC's Call Center:

Implementation Cost \$ _____

Price per call Switchboard Services \$ _____

Price to be based on an estimate of 12,000 calls annually

Price per call inbound calls: \$ _____

Price to be based on an estimate of 18,000 calls annually

Total Contract Award: \$ _____

Optional - Student Engagement Recruit/Retain Outreach:

Set-up fees: \$ _____

Per Dial Fees: \$ _____

AUTHORIZED OFFICER: _____

(Signature)

(Print or Type Name)

TITLE: _____ DATE: _____

SIGNATURE AUTHORITY

ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

PLEASE CIRCLE ONE:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

FEDERAL CLAUSES, IF APPLICABLE

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

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

**Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) 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.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. 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.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors 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. *(Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)*

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors. If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

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 entities 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 entities 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.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The College requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the College to contact the above-named person or otherwise verify the information provided. By its submission of this ITB and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate.
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein.
3. Bidder agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid Form.
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in the ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or principles are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in BLUE ink)

Date: _____

