

REQUEST FOR PROPOSAL (RFP)

Southern University Laboratory Virtual School
129 Swan Street
Baton Rouge, LA 70813

Online Curriculum, Learning
Management System, Teaching and
Enrollment Services
(VIRTUAL SCHOOL)



Solicitation Number: 50016-10335

Proposal Opening Date: May 20, 2025

Proposal Opening Time: 2:00 PM

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REQUEST FOR PROPOSAL

Online Curriculum, Learning Management System, Teaching and Enrollment Services-Virtual School

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 bona fide, qualified Proposers who are interested in providing a comprehensive K-12 Virtual Educational Program.

Southern University Laboratory School Virtual School (SULVS) is seeking proposals from qualified vendors to provide a comprehensive K-12 Virtual Educational Program. The program should include full-time and supplemental online education options aligned with the Louisiana Department of Education curriculum standards. The instructors must hold valid Louisiana teaching credentials. SULVS needs a vendor to be responsible for the delivery, hosting, and instruction of online courses. The selected vendor should have the ability to offer courses for grades K-12 in ELA, Math, Science, History, World Languages, Electives, CTE, ACT, and Advanced Placement. They should also offer online courses for grades K-12 with tutorial support in these subject areas. The vendor must have enrollment support as well as staff to support student success. The purpose of this RFP is to identify a vendor with a proven track record in managing and delivering successful online education programs.

Proposers shall comply with Louisiana Revised Statute 17:236 and all applicable statutes under Chapter 17.

1.2 Background

Southern University Laboratory Virtual School (SULVS) is a K-12 full-time statewide virtual school located in Louisiana. SULVS was established in 2012. Southern University Laboratory Virtual School is part of the Southern University Laboratory School System. The Southern University Laboratory School System began operating in 1922. The Southern Laboratory School District is currently comprised of two schools: a pre-kindergarten twelfth brick and mortar on the campus of Southern University Baton Rouge in addition to a kindergarten through twelfth-grade virtual school that serves students throughout the state of Louisiana.

1.3 Goals and Objectives

To offer courses for grades K-12 in ELA, Math, Science, History, World Languages, Electives, CTE, ACT, and Advanced Placement and also offer online courses with tutorial support in these subject areas. To provide flexibility and personalized learning experiences for students and to offer various benefits like self-paced learning and customized curricula. In addition, to aim to expand access to education, reduce costs, and cater to diverse learning needs.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of thirty-six (36) months to begin on or about July 1, 2025 and to end July 1, 2026, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the University and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed sixty (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. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- C. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- D. 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.
- E. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- F. Must - The term denotes mandatory requirements.
- G. 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.
- H. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- I. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- J. Should – The term denotes a desirable action.
- K. State- The State of Louisiana.

1.5.1 Acronyms

- A. DOA – Division of Administration
- B. OSP – Office of State Procurement
- C. RFP – Request for Proposal
- D. SU – Southern University or the University
- E. SULAB – Southern University Laboratory School or Lab School
- F. SULVS-Southern University Virtual School
- G. THE STATE: Louisiana

1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; Advertised in The Advocate Newspaper	April 21, 2025 April 21, 2025 & April 28, 2025	
2. Pre-Proposal Conference (if required)	Not required for this FRP	
3. Deadline to receive written inquiries	April 29, 2025 by 5:00 pm	
4. Deadline to answer written inquiries	May 5, 2025 by 5:00 pm	
5. Proposal Opening Date (Proposal Submission Deadline)	May 20, 2025 by 2:00 pm	
6. Oral discussions with Proposers, if applicable	To be decided	
7. Best and Final Offer with Proposers, if applicable	To be scheduled	
8. Notice of Intent to Award to be issued	To be scheduled	
9. Contract Initiation	To be scheduled	

NOTE: The University 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 State Procurement LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement or the University 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 mailed through the U. S. Postal Service to the Southern University Purchasing Department or hand-delivered:

Southern University and A&M College
Purchasing Department
P. O. Box 9534 or James L. Prestage Drive
J. S. Clark Administration Building Annex-1st Floor
Baton Rouge, LA 70813
225-771-2804

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be delivered. The Purchasing Department must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

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

Proposal Name: Online Curriculum, Learning Management System, Teaching and Enrollment Services
Solicitation Number 50016-10335

Proposal Opening Date and Time: May 20, 2025 ---2:00 PM

or

Proposals may be uploaded and submitted online:

<http://www.sus.edu/bidcertification>

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location. The Purchasing Department 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.

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Purchasing Department is not responsible for any delays caused by the proposer's choice to submit their proposal online. Proposers 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 the Purchasing Department **no later than the date and time shown in the Schedule of Events.**

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE OTHER THAN THE ONLIE LINK PROVIDED.

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.

PROPOSAL MANDATORY RESPONSE FORM SHALL BE PAGE 1
(ATTACHMENT 1)

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 University'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 Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Purchasing Department before 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 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 the Purchasing Department 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 the Purchasing Department.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP 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 A Price Schedule** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

If submitting by hard copy (printed) the Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

If submitting online, the Financial Proposal should be a separate file from the Technical Proposal and should be clearly marked as "Financial Proposal".

1.9 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Each Proposer should also submit the following:

- Five (5) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable
- One (1) "searchable" electronic copy of proposal on one (1) separate USB flash drive. The searchable electronic copy should be provided as one (1) file.
- One (1) USB flash drive
- The electronic redacted copy should be provided as one (1) file.

Use below link to submit electronic proposal: (above documents are still required)
<http://www.sus.edu/bidcertification>

For online submission:

Each Proposer shall submit one (1) signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one (1) file and the financial response should be submitted as a separate file.

Each Proposer should submit the following:

- One (1) redacted copy of proposal in .pdf format, if applicable (See **Section 1.11** of this RFP). The redacted copy should be provided as one (1) file.

For hard copy submission:

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- 5 additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.

- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) 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 the 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, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

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

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

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

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

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State 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 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP.

1.12.2 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the 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 solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the 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 the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be mailed or emailed to Linda Antoine at linda.antoine@sus.edu

Only the person identified above or their designee has the authority to officially respond to Proposer’s questions on behalf of the University.

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

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) 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: (HIGHLY RECOMMENDED)
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

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 State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "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** 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 solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State 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 the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters

include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, 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

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

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

1.18 Withdrawal of Proposal

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

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 the State pursuant to the RFP.

1.20 Waiver of Administrative Informalities

The State 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 the State to award a contract. The State 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 the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

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 five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

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

1.22 Ownership of Proposal

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

1.23 Cost of Offer Preparation

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

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 based on contingency of appropriation of funds.

1.25 Taxes

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

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, the State 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. The State 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, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State 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

The University, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

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

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 University Evaluation Committee for the purpose of selecting the Proposer most advantageous to the University with whom the University shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the University. 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 University 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 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 Director of Purchasing for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

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

1.33 Best and Final Offers (BAFO)

The University reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the University in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the University 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 the University's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State 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. The University must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.35 Contract Award and Execution

The University reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment ____** 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 University's mandatory terms and conditions including but not limited to those contained in **Section 1.24** 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 thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the University 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 the RFP, will be the most advantageous to the University, price and other factors considered.

The University 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 University 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 approved contract. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the University, the University may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

The University 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 Director Purchasing, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.37 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Purchasing Director. Contact may be made by phone at 225-771-4587, 225-771-2802 or E-mail to linda.antoine@sus.edu

1.38 Insurance Requirements

Contractor shall furnish the University with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment 2 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 the State before work commences. The University 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 2 Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

1.39 Subcontractor Insurance

NOT REQUIRED FOR THIS RFP

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

1.40 Indemnification and Limitation of Liability

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

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

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for

the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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

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

1.41 Payment

Invoices shall be sent to accounts_payable@subr.edu or P.O. Box 9494, Baton Rouge, LA 70813 or to Jessica Mellieon <jessica_mellieon@sulabschool.com>

Payment for Services

The University shall pay the Contractor in accordance with the Contractor’s Pricing Schedule. The Contractor may invoice the University monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. 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.

1.41.2 Late Payments

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

1.41.3 Electronic Vendor Payment Solutions

The University will make determination for this type payment

1.42 Termination

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

1.42.1 Termination of the Contract for Cause

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

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

1.42.2 Termination of the Contract for Convenience

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

1.42.3 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.

1.43 Assignment

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

1.44 No Guarantee of Quantities

NOT APPLICABLE FOR THIS RFP

1.45 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the University, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years 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.

1.46 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

1.47 Record Retention

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

1.48 Record Ownership

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

1.49 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.

1.50 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

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.

1.51 Substitution of Personnel

The University 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 cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State 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.

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

1.52 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.

1.53 Claims or Controversies

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

1.54 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>.

1.54.1 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, proposer shall so state.

1.54.2 Continuing Obligation

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

1.55 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.

1.56 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.

1.57 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).

1.58 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.

1.59 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.

1.60 Warranties

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

This paragraph may only apply when software is involved.

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

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

1.61 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.

1.62 Proposer's Cooperation

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

1.63 Security

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

1.64 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 (5) or more employees:

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

1.65 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:

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;

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

1.66 Key Internal Control Outsourcing

The University will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the University. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

I. Scope of Work/Services

The Southern University Laboratory Virtual School requires the following minimum services. Any charges from these services **MUST** be noted in the proposal. Any variation from the minimum requirements **MUST** be noted.

1. **Delivery and Hosting of Online Courses:** Providing online content and instruction through a user-friendly Learning Management System (LMS) accessible on Mac, PC, and mobile platforms.
2. **Course Licenses:** Licenses are available for use for one year, with the option to extend services annually for an additional 4 years. Online learning platform allows unlimited course enrollments with each subscription (license) for at least 700 subscriptions (licenses), with the ability to add more students as needed. Each subscription (license) may be reused to enroll another student.
3. **Qualified Instructors:** Supplying highly qualified, Louisiana-certified teachers proficient in online teaching and parent-student interaction.
4. **Enrollment and Course Registration System:** Implementing a system for student enrollment and course placement.
5. **Curriculum Compliance:** Ensuring all courses are aligned with Louisiana Department of Education standards and include both online and offline activities. The vendor's Core, Honors, and Advanced Placement courses meet NCAA curriculum guidelines. The vendor offers original-credit and credit-recovery courses for high school students. The curriculum provided by the vendor must be listed on the Louisiana Department of Education's **Tier I Instructional Materials List**. If the curriculum is not on the Tier I list, the vendor must ensure the materials are eligible for a **waiver from the Louisiana Department of Education** and must be willing to apply for the waiver.
6. **Assessment Strategies:** Utilizing various methods to measure student mastery, including benchmark assessments aligned to LEAP2025. Coordinating instruction to meet state testing standards and requirements.
7. **Material Provision:** Providing all necessary course materials such as workbooks, texts, and lab equipment at no additional cost to students. Have the ability to supply necessary technology, including **Chromebooks and internet hotspots**, for students as applicable. Ensure technical support for provided devices, including troubleshooting, repair, and replacement services.

8. **Student Data Management:** Maintaining and reporting student data, to the district, as required by the Louisiana Department of Education, including demographic information, grades, progress reports, and attendance.
9. **Technical and Academic Support:** Offering comprehensive support to students, parents, and SULVS staff, including technical assistance and an online registration process.
10. **Marketing and Recruitment:** Assist with marketing efforts to increase awareness and enrollment at the Southern University Laboratory Virtual School. Develop promotional materials, digital marketing strategies, and outreach programs targeting prospective students and families.
11. **Student Retention:** Implement student engagement and retention strategies to ensure continued enrollment and academic success. Provide academic advising, mentoring, and intervention programs for at-risk students. Offer personalized student support services, including check-ins, progress tracking, and family engagement initiatives. Provide a re-engagement plan for students who show signs of disengagement or risk of dropping out.

2.2 Deliverables

The deliverables listed in section 2.1—Scope of Services are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

- **Online Learning Platform Access**

- Fully operational K-12 LMS access for 700+ students with scalability.
- Mobile, tablet, and desktop compatibility.
- 99.9% uptime guarantee and platform performance reporting.

- **Licensed Curriculum**

- Louisiana-aligned Tier 1 curriculum in ELA, Math, Science, Social Studies, CTE, World Languages, and Electives.
- Access to credit recovery, ACT Prep, and AP courses.

- **Certified Teaching Staff**

- Louisiana-certified instructors for all courses.
- Teacher assignment logs and monthly student engagement reports.

- **Enrollment Management System**

- Fully functional system for course registration, class scheduling, and transcript generation.
- Enrollment summary report monthly.
- **Assessment Suite**
 - LEAP-aligned formative and benchmark assessments.
 - Quarterly performance dashboards and data disaggregation reports.
- **Student Materials & Devices**
 - Distribution logs for Chromebooks, hotspots, lab kits, and printed workbooks.
 - Tech support ticket resolution reports.
- **Academic & Technical Support**
 - 24/7 technical help desk access.
 - Weekly logs of parent/student help requests and resolution timeframes.
 - On-demand virtual tutoring hours with session tracking.
- **Progress Monitoring Tools**
 - Monthly student progress reports (attendance, performance, engagement).
 - Alerts for at-risk students with intervention recommendations.
- **Family Engagement & Retention**
 - Monthly newsletters and parent webinars.
 - Student engagement plans with quarterly retention updates.
- **Marketing and Recruitment Reports**
 - Sample digital flyers, videos, and targeted outreach plans.
 - Quarterly enrollment growth reports and ROI analysis for marketing efforts.
- **Data & Compliance**
 - Secure and FERPA-compliant reporting system.
 - Submission-ready files aligned to Louisiana Department of Education requirements.

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on a price schedule sheet.

Prices submitted shall be firm for the term of the contract. Prices shall include the products, product description, testing, all online educational products and services for a virtual school.

2.4 Location

Online Services

2.5 Proposal Elements

The Southern University Laboratory Virtual School requires services per scope in Section 2.1

2.5.1 Financial

Proposal shall include prices as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the University to consider.

2.5.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- **Vendor Profile:** A brief description of the vendor, including experience and qualifications in delivering online education programs.
- **Detailed Program Description:** An outline of the proposed educational program, including:
 - Types of courses offered
 - Curriculum alignment with Louisiana State Standards
 - Assessment strategies and tools
 - Details of the Learning Management System
- **Instructor Qualifications:** Information on the qualifications and training of online instructors.
- **Student Enrollment and Support:** Description of the registration process, technical and academic support services (students with exceptionalities), and methods for providing course materials.
- **Data Management:** Systems in place for managing and reporting student data. Program integration capabilities.
- **Statewide Testing Supports:** Information on the level of support that can be provided for statewide testing such as test proctoring and test site management.
- **Cost Proposal:** Detailed pricing for the program, including any additional costs for materials or services.
- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training,
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three (3) 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.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three (3) years).
- 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). *(Note: This language is to be included in the RFP if the RFP includes the Section on Key Internal Control Outsourcing.)*
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

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

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

(Note: This section should not be used if the funding source being utilized includes restrictions, (i.e. FEMA funds, HUD funds, etc.).)

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 entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible 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, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified

LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

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

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

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

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

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

<http://www.doa.la.gov/pages/osp/sc/secv.aspx>

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

<https://smallbiz.louisianaeconomicdevelopment.com>

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

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

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

(Note: This section must include relative importance of price and other evaluation factors and the criteria to be used in evaluating the proposals. The evaluation factors may be different as they will have criteria particular to the proposal. 3.1 and 3.2 are examples of possible evaluation factors (commonly used) and values.

As a general rule, the combined total of the maximum points for cost; the maximum points for technical; and the maximum points for Veteran and Hudson Initiative equals 100 points; however, another total amount may be utilized if desired.)

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Vendor Experience and Qualifications (15%): Proven track record in online education. Please include a minimum of three references with contact information.	15%
Program Quality and Alignment (15%): Compliance with Louisiana curriculum standards and the comprehensiveness of the educational program.	15%
Instructor Qualifications (20%): Credentials and training (Professional Development Model) of the teaching staff.	15%
Support Services (15%): Availability and quality of technical and academic support.	15%
Cost (35%): Overall cost-effectiveness of the proposed program.	30%
Data Management (10%): Robustness of the data management and reporting system. Possible program integration capabilities	10%

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

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (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
SEE PART III**

**3.2 Financial Proposal
SEE PART III**

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

Twelve percent (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 entrepreneurship 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 twelve percent (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 ten percent (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 solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The following deliverables and performance expectations will be used to determine successful contractual performance by the contractor:

- 1. Instructional Access and Delivery**
 - Online courses for all enrolled students must be accessible by August 1 of each school year.
 - All courses must meet Louisiana Department of Education Tier 1 standards and NCAA guidelines.
- 2. Staffing Requirements**
 - 100% of courses shall be taught by Louisiana-certified teachers.
 - The contractor must submit a quarterly staffing report with certification credentials and assigned course load.
- 3. Student Enrollment and Support**
 - The contractor will process student enrollments within 48 hours of submission.
 - Provide onboarding sessions for new students and families within one week of enrollment.
- 4. Academic Progress Monitoring**
 - Monthly academic progress reports will be submitted to SULVS administrators by the 5th business day of each month.
 - Contractor will provide intervention recommendations for students flagged as at-risk based on LMS engagement data and academic performance.
- 5. Technical Support**
 - Response time for technical support tickets must not exceed 24 hours during weekdays.
 - Contractor shall maintain a 95% resolution rate within 72 hours.
- 6. Assessment and Testing**
 - Contractor shall provide LEAP-aligned benchmark assessments at the end of each quarter.
 - Submit assessment data within 7 business days of completion.
- 7. Marketing & Retention**
 - Launch at least 3 digital marketing campaigns per semester.
 - Provide a retention strategy plan and semesterly update on student re-engagement efforts.

4.2 Performance Measurement

The following performance measurements will be used to evaluate compliance with the requirements listed in Section 4.1:

- 1. Timeliness of Services**
 - ≥ 95% of courses launched on time per academic calendar.

- $\geq 90\%$ of enrollments processed within 48-hour target.
- 2. **Instructional Quality**
 - 100% Louisiana-certified teacher coverage.
 - $\geq 80\%$ of students pass core content courses each semester.
- 3. **Support Services**
 - Help desk ticket logs show 95% resolution within 72 hours.
 - Parent/student satisfaction survey scores $\geq 85\%$ on support experience.
- 4. **Student Progress**
 - $\geq 90\%$ of students show academic progress as reported in monthly summaries.
 - At least 70% of flagged at-risk students participate in intervention sessions.
- 5. **Reporting and Data**
 - Contractor submits all required reports (progress, assessment, staffing) on time $\geq 95\%$ of the time.
 - Data accuracy verified at $\geq 98\%$ through cross-audit with SULVS SIS.
- 6. **Marketing and Retention**
 - Contractor demonstrates $\geq 10\%$ enrollment growth year over year.
 - $\geq 85\%$ retention rate across semesters.

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

(Note: This section should not be used if the funding source being utilized includes restrictions, (i.e. FEMA funds, HUD funds, etc.).)

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

ATTACHMENT 1

Mandatory Response Form

To Be Completed by Respondents and Attached as Page 1 of Submitted Proposal

COMPANY _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

TAX ID NUMBER _____

LICENSE NUMBER _____

SIGNATURE _____

Evidence of signature authority shall be provided upon the University's request.

PRINT NAME _____

TITLE _____

ATTACHMENT 2

SAMPLE CONTRACT

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the [Agency Name] (hereinafter sometimes referred to as "State") and [Contractor Name and Address] (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract for [RFP Title] under the following terms and conditions.

1.0 Term of Contract

This Contract shall begin on [Start Date] and shall end on [End Date] 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, this Contract may be extended for [Renewal Options] at the same prices, terms, and conditions. Total Contract time may not exceed [Number, usually 36 or 60] months.

Prior to the extension of the Contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (OSP) to extend the Contract term beyond the 36 month term.

2.0 Statement of Work

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

3.0 Acceptance of Deliverables

Delete if clause is not needed.

4.0 Payment Terms

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

Payment will be made only upon approval of [title of the personnel who will approve payments].

4.1.Late Payments

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

4.2.Prohibition Against Advance Payments

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

5.0 Taxes

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

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

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

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

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

7.0 Termination

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

7.1. Termination for Cause

The State of Louisiana may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State 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 the State 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 the State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

7.2. Termination for Convenience

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

7.3.Termination for Non-Appropriation of Funds

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

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

8.0 Contract Modifications

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

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

9.0 Ownership of Work Product

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

10.0 Record Ownership

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

11.0 Use of State Property

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

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure

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

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

12.0 State Project Manager

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

13.0 Waiver

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

14.0 Warranties

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.

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 State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State 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 the State, the State 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.

15.0 Duty to Defend

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

16.0 Liability and Indemnification

16.1. Contractor Liability

The Contractor shall be liable without limitation to the State 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. The State 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 the State, 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 the State's act or failure to act.

16.4. Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless the State, 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 the State.

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 the State 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 the State 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 the State'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 the State 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 the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17.0 Insurance

The Contractor shall purchase and maintain for the duration of 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.

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

18.0 Fidelity Bond

The Contractor shall be required to provide a Fidelity Bond in the amount of \$[Dollar Amount] to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The [Agency Name] shall be the named beneficiary. A blanket Crime insurance policy with a minimum limit of \$[Dollar Amount] per occurrence for Employee Theft and endorsed to include the State of Louisiana as a named insured is acceptable in lieu of the Fidelity Bond.

The Fidelity Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the Fidelity Bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

19.0 Licenses and Permits

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

20.0 Severability

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

21.0 Subcontractors

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

22.0 Substitution of Personnel

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

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

23.0 Assignability

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

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

24.0 Code of Ethics

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

25.0 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural

requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

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

26.0 Contract Controversies

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

27.0 Right to Audit

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

28.0 Data/Record Retention

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

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

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

30.0 Contractor's Certification of No Federal Suspension or Debarment

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

31.0 Contractor's Cooperation

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

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

32.0 Security

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

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

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

32.1. Cybersecurity Training

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

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of 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.

33.0 Independent Assurances The State of Louisiana/[Agency Name] will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the user agency is operating properly. The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the Using Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to the Using Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Using Agency with an exact copy of the report within 30 calendar days of completion. When required by the Using Agency, such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the Using Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

34.0 Commencement of Work

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

35.0 Compliance with Civil Rights Laws

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

36.0 Anti-Kickback Clause

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

37.0 Clean Air Act

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

38.0 Energy Policy and Conservation Act

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

39.0 Clean Water Act

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

40.0 Anti-Lobbying and Debarment Act

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

41.0 Prohibition of Discriminatory Boycotts of Israel

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

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

42.0 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.

43.0 Prohibited Use of Funds

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

44.0 E-Verify

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

45.0 Headings

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

46.0 Governing Law

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

47.0 Complete Contract

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

48.0 Order of Precedence

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

IN WITNESS WHEREOF, the parties have executed this Contract.

[Contractor Name] SIGNATURE:

By:

Name:

Title:

Date:

[State Agency] SIGNATURE:

By:

Name:

Title:

Date:

Office of State Procurement Approval:

By:

Title:

Date:

ATTACHMENT 3

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

Agency Staff: Coverage listed below as **Mandatory** cannot be removed. Delete the words in red prior to publication.

1. **Workers Compensation Mandatory**

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 Mandatory** -

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 Mandatory** - unless Contractor will not be using a vehicle in the performance of the contract. Consult with ORM prior to removal.

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. **Professional Liability (Errors and Omissions)**

Include this clause for services where errors made by the Contractor in performing the work can cause harm or damage. It should be included in most consulting contracts and all IT consulting contracts. Limit should be \$1,000,000 for low cost (less than \$1,000,000) or limited scope projects; \$3,000,000 for high cost (more than \$1,000,000) project

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$[dollar amount]. 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 this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Professional Liability (Errors and Omissions) Medical Malpractice**

Include this clause if the Contractor is providing work done by direct medical providers, such as Doctors, Nurses, etc.

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. Claims-made coverage is acceptable. Coverage through the Patients' Compensation Fund (PCF) is also 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 this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

6. **Cyber Liability**

Include this clause if the Contractor will house State information or records on a Contractor controlled network. If the Contractor will access fewer than 1 million records, coverage of \$1,000,000 per claim is recommended; if the Contractor will access between 1 million and 5 million records, coverage in the amount of \$5,000,000 per claim is recommended; and if the Contractor will access more than 5 million records, minimum coverage of \$10,000,000 per claim is recommended. Otherwise, remove this clause.

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 \$[dollar amount]. 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 this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

7. **Pollution**

Include this clause if the Contractor is utilizing, remediating, or hauling hazardous materials or substances. For pick up or disposal of medical waste OR for a contract with limited scope, low cost removal services, a minimum of \$1,000,000 may be adequate. For a large scope contract, ultra-hazardous activities, and/or outdoor exposure / clean-up / removal services, a minimum of \$5,000,000 should be required. Otherwise, remove this clause

Project Specific Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$[dollar amount]. A claims-made policy form is acceptable. A policy period inception date of no later than the first day of anticipated work under this Contract and an expiration date of no earlier than 30 days after anticipated completion of all work under this Contract shall be provided. There shall be an extended reporting period of at least 36 months from the expiration date of the policy if 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 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 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 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, the 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 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. The 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:

Southern University and A&M College
Purchasing Department
PO Box 9534
Baton Rouge, La 70813
Contract #:

3. In addition to the Certificates, the 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 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 4
ADVERTISEMENT

REQUEST FOR PROPOSAL
PROPOSAL NUMBER 50016-10335
VIRTUAL SCHOOL
ONLINE CURRICULUM, LEARNING MANAGEMENT SYSTEM, TEACHING AND
ENROLLMENT SERVICES
SOUTHERN UNIVERSITY AND A&M COLLEGE LABORATORY SCHOOL
MAY 20, 2025-2:00 PM

Sealed proposals will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, 8100 James L. Prestage Drive, J. S. Clark Administration Building Annex, South Entrance, First Floor East. Bidders are solely responsible for ensuring timely delivery of their proposals. The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the proposal deadline submittal date and time shall result in rejection of bid.

**PROPOSALS MAY BE MAILED, HAND-DELIVERED OR BY ELECTRONIC TO THE
PURCHASING DEPARTMENT NO LATER THAN 2:00 PM ON MAY 20, 2025**

BIDS MAY BE SENT BY MAIL OR HAND-DELIVERED TO:

Mailing address:

**Southern University
Purchasing Department
Post Office Box 9534
James L. Prestage Drive
Baton Rouge, Louisiana 70813**

Hand-Delivery

**Southern University
Purchasing Department
James L. Prestage Drive
J. S. Clark Administration Building Annex-1st Floor
Baton Rouge, Louisiana 70813**

Use below link to submit electronic proposal:

<http://www.sus.edu/bidcertification>

(additional copies are still required as stated in proposal)

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Purchasing Department. Southern University Purchasing Department must receive the proposal at its physical location by the date and time specified in **Schedule of Events**, of the RFP.

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

**Proposal Name: VIRTUAL SCHOOL- ONLINE CURRICULUM, LEARNING
MANAGEMENT SYSTEM, TEACHING AND ENROLLMENT SERVICES**

File/Proposer Number: 50016-10335

Proposal Opening Date and Time: MAY 20, 2025 @ 2:00 PM

This RFP is available in electronic form at the LaPAC -Louisiana Procurement website:

<https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Inquiries will be accepted until April 29, 2025 by 5:00 p.m. Inquiries shall be submitted to Linda Antoine at linda.antoine@sus.edu

Responses to inquiries will be posted on LaPAC-LA State Procurement website by May 5, 2025 by 5:00 pm

We highly recommend potential bidders to register with LAPAC

Any person requiring special accommodations should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date. Additional contact is Wilbert Rossett, Southern University Safety Department at wilbert.rossett@sus.edu or 225-771-3101.

Proposal Guarantee

Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address); be signed by a person or persons authorized to legally bind the person, partnership, company or corporation submitting the proposal; and be accompanied by a refundable proposal security deposit of \$10,000 via certified or cashier's check or proposal bond written by a company licensed to do business in Louisiana made payable to Southern University and A&M College.

Performance Bond

Successful Proposer shall be required to furnish a performance (surety) bond. The amount will be determined during contract negotiations for the period the contract is in effect. The Bond should be made payable to Southern University. 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-:VI rating or higher in the latest printing of 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-:VI 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.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed or authorized to do business in the State of Louisiana. The bond must be received within twelve (12) working days from the date of notification.

Insurance Requirements

Contractor is required to maintain insurance throughout the contract period per requirements in the RFP.

Bids may be withdrawn by written, telegraphic fax notice or email and received at the address or email address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

ALL PROPOSALS AND ADDENDA CAN BE OBTAINED BY ACCESSING THE LA STATE PROCUREMENT WEBSITE

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Any questions concerning proposal documents, please contact Linda Antoine, Director of Purchasing at (225) 771-4587 or (225) 771-2804 or email to linda.antoine@sus.edu

The University reserves the right to reject all proposals and to waive any informalities incidental thereto. Proposals will be accepted from contractors listed for approved Online Virtual Curriculum, Learning Management System, Teaching and Enrollment Services. Education and Training Services, Alternative Educational Systems and Distance Learning Services.

SOUTHERN UNIVERSITY & A&M COLLEGE SYSTEM

AN EQUAL OPPORTUNITY EMPLOYER

Linda A. Antoine, Director of Purchasing

DATES ADVERTISED:

APRIL 21, 2025 & APRIL 28, 2025