



UNIVERSITY

OF

LOUISIANA
L a f a y e t t e®

REQUEST FOR PROPOSAL

Unified Communications as a Service and Contact Center as a Service

Solicitation Number: 24009

Proposal Opening Date: November 28, 2023

Proposal Opening Time: 2:00 PM (CST)

October 5, 2023

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**REQUEST FOR PROPOSAL
FOR**

Unified Communications as a Services (UCaaS) and Contact Center as a Service (CCaaS)

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 partnering with the University of Louisiana at Lafayette to provide fully managed cloud telephony and contact center services.

1.2 Background

The University is a coeducational, public research university located in Lafayette, Louisiana, in the heart of Acadiana. It is the largest campus within the nine (9) campuses of the University of Louisiana System and the state's second largest university. The University offers bachelor's, master's, and doctoral degrees. UL Lafayette is designated a R1 Research University with very high research activity, the Carnegie classification's top tier. UL Lafayette is dedicated to achieving excellence in undergraduate and graduate education, in research, and in public service. For undergraduate education, this commitment implies a fundamental subscription to general education, rooted in the primacy of the traditional liberal arts and sciences as the core around which all curricula are developed. Graduate programs seek to develop scholars who will advance knowledge, cultivate aesthetic sensibility, and improve the material conditions of humankind. The University reaffirms its historic commitment to diversity, equity, inclusion and belonging. Thus, through instruction, research, and service, the University promotes regional economic and cultural development, explores solutions to national and world issues, and advances its reputation among its peers.

The University has nine (9) colleges and schools:

- College of the Arts
- B. I. Moody III College of Business Administration
- College of Education & Human Development
- College of Engineering
- College of Liberal Arts
- College of Nursing & Health Sciences
- Ray P. Authement College of Sciences
- Graduate School
- University College

The University was originally named the Southwestern Louisiana Industrial Institute (SLII), according to the 1898 legislative act that created the school. State Senator Robert Martin, for whom UL Lafayette's administrative building is named, authored this legislation. Several towns competed to be the site of the new school; Lafayette was chosen by virtue of a donation of twenty-

five (25) acres of land by the Girard family. The town also put up \$8,000 and offered a ten (10) year property tax to supplement state appropriations.

By 1921, the school had outgrown its industrial role. The state constitutional convention that year dropped the "Industrial" from the name and allowed Southwestern Louisiana Institute (SLI) to grant bachelor's degrees. By this time, SLI had doubled to fifty (50) acres and included many new classroom and dormitory buildings. As early as 1922, SLI offered extension courses in surrounding parishes. In 1925, the school was accredited by the Southern Association of Colleges and Schools, and a student government association was formed.

In 1960, the state legislature approved renaming Southwestern Louisiana Institute to the University of Southwestern Louisiana (USL). At this time, USL comprised a graduate school and six (6) colleges: agriculture, business administration, education, engineering, liberal arts, and nursing. Enrollment was approaching 5,000.

Early master's degree programs were in education, French, mathematics, science, engineering, English, geography, history, Spanish, and home economics. In 1961, USL acquired its first digital computer, and three (3) years later it began a master's program in computer science.

USL became the University of Louisiana at Lafayette in 1999. The name change reflected the University's emergence as a national and global leader in research, scholarship and innovation.

UL Lafayette's Fall 2022 enrollment was more than 18,864, including 2,269 graduate students. Its students are from forty-eight (48) states and possessions and eighty-one (81) foreign countries. The University owns a total of about 1,400 acres and is located in the city of Lafayette, which has a population of more than 126,000 residents.

The University is seeking proposals for a cloud telecommunication and contact center platform from qualified respondents (Proposer). The proposed solution must include industry standard features and Unified Communication (UC) components that enable instant messaging (IM), Internet Protocol (IP) telephony, audio and video convergence, unified messaging (integrated email, SMS, fax, and voice mail), location-independent collaboration, user mobility, call control, information sharing, unified messaging, and mobility paired with a cohesive integrated cloud contact center solution.

A summary of their current system is below:

- 20+ year old phone system, reliable but antiquated (Avaya G3R/Mitel 3300)
- Roughly 64 locations spread throughout the entire campus, roughly 2,600 endpoints
- 107 Fax Lines (eFax solution) 100 Fax Machines with 6 Tollfree Numbers
- Roughly 100+ Contact Center Agents
- 20,000 DID's
- MS Teams/M365 environment widely used throughout the University
- M365 A5 Licenses today

1.3 Goals and Objectives

The University is looking to partner with one proposer for their future cloud telephony and contact center platform. Desired state for new system and proposer relationship are as follows:

- Boost productivity across the University’s educators, faculty, administrative staff, and student population.
- Improved analytics and reporting capabilities.
- Seamless integration with existing and future 3rd party applications.
- Improved customer experience and communication tools.
- Business continuity and elimination of downtime.
- Enhanced feature functionality and easy to use communication tools.
- Reduce costs and consolidate telecommunication costs.
- Partner with a single proposer that will support the University’s communication workflows 24/7/365 and assist in the day-to-day management of the platform to allow our staff better allocation of their time and resources.
- Partner with a single proposer that can provide the University with a leading industry fully integrated cloud Unified Communications as a Service (UCaaS) and Contact Center as a Service (CCaaS) platform.
- Provide white glove implementation, training, and support to the University’s team as they migrate from existing legacy phone systems to new communications platform.

The University desires to establish/obtain/receive/partner with a single proposer to accomplish the above objectives for their future communications platform.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of 36 months to begin on or about April 1, 2024 and to end March 31, 2027, unless otherwise terminated in accordance with termination provisions of the Contract. At the option of the University and acceptance of the Contractor, the contract may be extended for 2 additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed 60 months.

Prior to the extension of the contract beyond the initial sixty (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 terms beyond the initial thirty–six (36) month term. Total contract time may not exceed sixty (60) months.

1.5 Definitions

- A. University – University of Louisiana at Lafayette
- B. Contract – A legal binding agreement between the University 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 University 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.
- L. White glove service- Refers to premium assistance that's delivered with close attention to detail and an extra level of care.
- M. Gartner's Magic Quadrant Report- Show positioning of technology players within a specific market.

1.5.1 Acronyms

- A. CCaaS – Contact Center as a Service
- B. DOA – Division of Administration
- C. OSP – Office of State Procurement
- D. RFP – Request for Proposal
- E. UCaaS – Unified Communications as a Service
- F. UC - Unified Communications
- G. SMS - Short Message Service, text
- H. DID - Dial in Direct
- I. IP – Internet Protocol

1.6 Schedule of Events

RFP KEY EVENTS SCHEDULE	DATE
RFP email to potential Proposers, advertise in newspapers and post to LaPAC and Blackout Period begins. See Sections 1.7 and 1.14.3.	October 5, 2023
Deadline for Receiving Written Inquiries Inquiries must be received by 2:00 P.M. CST. See Section 1.14.1.	October 24, 2023 2:00 pm
Deadline to Answer Written Inquires	November 3, 2023
DEADLINE FOR RECEIVING PROPOSALS (And any proposal addendum) (Proposal Submission Deadline) ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED All Proposals must be received by 2:00 P.M., CT on this date at the address listed in Section 1.7. Proposals received late for any reason will not be considered.	Tuesday, November 28, 2023
Written or Oral Discussion/Presentations, if applicable See Section 1.25.	<i>Week of February 5, 2024 (tentative)</i>
Notice of Intent to award announcement, and 14-day protest period begins, on or about	<i>February 15, 2024</i>
Contract execution, on or about	<i>March 15, 2024</i>

NOTE: The University reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline 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.

Please note the University has a tentative closure scheduled for the Holidays between December 18, 2023 and January 2, 2024.

1.7 Proposal Submittal

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

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. 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.

All proposals shall be received in hard copy (printed) form by the University **no later than the date and time shown in the Schedule of Events.**

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

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

- X **Proposal Name: Unified Communications as a Service and Contact Center as a Service**
- X **Solicitation Number: 24009**
- X **Proposal Opening Date: November 28, 2023**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the University physical location.

The public **opening** will take place on Tuesday, November 28, 2023 at 2:15 pm (CT) on Zoom, which is available for viewing by registering at:
<https://ullafayette.zoom.us/meeting/register/tJlvf-6hpiMrE9d8hgHTxkb54pxB9FHVryVB>

Proposals may be mailed through the U. S. Postal Service to the University box at:

University of Louisiana at Lafayette
Office of Purchasing
P.O. Box 40197
Lafayette, LA 70504-0197

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 University. The University must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

Proposals may be delivered by hand or courier service to the University's physical location at:

Office of Purchasing
104 University Circle
Martin Hall, Room 123
Lafayette, LA 70503

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

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AS WELL AS VIA ZOOM AT THE LINK BELOW. ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

The public **opening** will take place on Tuesday, November 28, 2023 at 2:15 pm (CT) on Zoom, which is available for viewing by registering at:
<https://ullafayette.zoom.us/meeting/register/tJlvf-6hpjMrE9d8hgHTxkb54pxB9FHVryVB>

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 University.

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 commend am 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 University 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 University 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 University.

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.
- 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 University 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 " Atch VI – Proposer Price Sched."**. Prices proposed shall be firm for the duration of the contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the University.

1.9 Number of Response Copies

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

Each Proposer should submit the following:

- 3 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 FOUR (4) separate USB flash drives
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP)

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 University shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the University’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 University 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 University and hold the University harmless against all actions or court proceedings that may ensue which seek to order the University to disclose the information.

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

Written questions concerning this solicitation shall be delivered to the University's **RFP Coordinator** for this RFP listed below:

Attention: Kristi Montet
Office of Purchasing
University of Louisiana at Lafayette
104 University Circle, Room 123
Martin Hall
Lafayette, LA 70503

Email: kristi.montet@louisiana.edu
Telephone: (337) 482-5201
Fax: (337) 482-5059

Written questions are to include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address.

The University will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received in the Purchasing Office or in the RFP Coordinators above email address by the date and time specified in the Schedule of Events. The University shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

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

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events (Section 1.6) at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

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

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

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req.

Help scripts are available on OSP website under Vendor Resources at: <https://www.doa.la.gov/oa/osp/vendor-resources/>.

1.12.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any University employee or Contractor of the University involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to University employees, but also to any Contractor of the University. "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 University and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the University and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or University Contractor who violates the Blackout Period may be liable to the University 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 University department provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals

and the proper means of communicating regarding the procurement but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

The University 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 University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Proposal Guarantee

Each proposal shall be accompanied by a proposal guarantee in the form of a bond or a certified or cashier's check or money order made payable to the University of Louisiana at Lafayette for five percent (5%) of the proposed total amount from the submitted cost sheet. If a bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Proposal guarantees shall be subject to forfeiture for failure on the part of the selected Proposer to execute a contract within ninety (90) days after such contract is submitted to Proposer in conformance with the terms, conditions, and specifications of this solicitation. Proposal guarantees in the form of a check or money order shall be returned upon the award of a contract or upon rejection of all proposals.

1.15 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Four Hundred Thousand dollars (\$400,000.00) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the 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-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

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

1.16 Fidelity Bond Requirements

(NOT REQUIRED FOR THIS RFP)

1.17 Changes, Addenda, Withdrawals

The University reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The University 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 University.

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 University pursuant to the RFP.

1.20 Waiver of Administrative Informalities

The University 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 University to award a contract. The University 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 University to do so. Further, the University 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 University.

1.22 Ownership of Proposal

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

1.23 Cost of Offer Preparation

The University 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 University.

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 University 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 University 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 University 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 University 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 University 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 University's objectives; however, the University 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 with whom the University shall contract.

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

Written recommendation for award shall be made to the University 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 University 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. OSP 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 **Appendix A** 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 University 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 University's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. 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.

OSP 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 University Director of 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 University. Contact may be made by phone at (337) 482-5201 or E-mail to kristi.montet@louisiana.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 II - 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 University 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 II - 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

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

1.40 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 University 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 University.

Contractor will indemnify, defend and hold the University 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 University 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 University 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 University 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) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) University'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 University'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 University 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 University up to the dollar

amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University 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 University 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

1.41.1 Payment for Services

The University shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment "Atch VI – Proposer Price Sched."** The Contractor may invoice the University monthly at the billing address designated by the University. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the University. 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.

1.42 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 University; (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 University; (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 University 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 University 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 University's failure and a reasonable opportunity for the University 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 University.

1.44 No Guarantee of Quantities

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

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

1.45 Audit of Records

The State legislative auditor, federal auditors, and internal auditors of the University of Louisiana at Lafayette, 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 University and shall, upon request, be returned by Contractor to the University, 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 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 University 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 the contract 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.

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

1.63 Security

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

1.64 Prohibition of Discriminatory Boycotts of Israel

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

1.65 Key Internal Control Outsourcing

NOT REQUIRED FOR THIS RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The proposer will provide the University of Louisiana at Lafayette a Unified Communications as a Service Platform (UCaaS) and Contact Center as a Service Platform (CCaaS) based on the requirements identified in the attached Proposer Response Spreadsheet. In addition, the successful proposer will provide implementation, planning, design, build, configuration, deployment, integration, project management, training, and post implementation services in support of the new platforms.

The broad scope of the project will include the following fundamental elements with associated subtasks below for each platform:

- UCaaS Fully Managed Deployment
 - o Planning Phase
 - o Design Phase
 - o Build and User Acceptance Testing Phase
 - o University Acceptance and Optimization Phase
- CCaaS Fully Managed Deployment
 - o Kickoff and Initial Discovery Phase
 - o Scoping and Requirements Phase
 - o Build and Configuration Phase
 - o Agent Supervisor Training Phase
 - o Go Live Readiness Phase
 - o Deployment Phase
 - o Post Platform Deployment Phase

Proposals will be evaluated based on the most competitive offer considering quality of products and services offered, cost, implementation and training methodologies, responsiveness to the RFP requirements, and the most responsiveness in meeting those requirements.

The criteria that will be used to evaluate proposals will include the following:

Evaluation Criteria:

- Proposer's ability to meet the functional requirements of this RFP.
- Proposer's financial stability.
- Proposer's willingness to comply with the proposed agreement with no objections.
- Proposer's commitment and experience in successfully performing similar agreements
- Proposer's overall implementation, integration, and training strategy
- Experience of individuals staffed on project.
- Quality of references.
- Proposer's commitment to Education.
- Proposer's adherence to industry standards.
- Proposer's compliance to the schedule of events including participation in pre-bid conference, RFP review meeting and walk through if applicable. Acceptability of product/services to the internal customer.
- Overall service quality.
- Lead times and delivery schedules.

UL at Lafayette's network connectivity and hardware infrastructure is optimized and ready to support mission critical cloud applications related to voice and video.

2.2 Deliverables

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

The University is seeking proposals for a telecommunication and contact center platform from qualified respondents (Proposers). The proposed solution must include industry standard features functionality including auto-attendant, unified messaging, and mobility. All requirements as well as optional requirements are outlined in the attachments listed below:

- **ATTACHMENT "Atch IV-UCaaS Proposer Resp."**
- **ATTACHMENT "Atch V-CCaaS Proposer Resp."**

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Attachment "Atch VI-Proposer Price Sched."**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

2.4 Location

The location(s) the work/delivery/service is to be performed, completed, and managed is/are at **ATTACHMENT "Atch VII-Existing Topology" (includes User Counts by campus location)**

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include prices per the schedule furnished in **Attachment "Atch VI-Proposer Price Sched."** 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:

- **Attachment "Atch IV-UCaaS Proposer Resp."**
- **Attachment "Atch V-CCaaS Proposer Resp."**
- Proposer must of be referenced in Gartner's Magic Quadrant Report for UCaaS at least once in the last four annual reports.
- Proposer must of be referenced in Gartner's Magic Quadrant Report for CCaaS at least once in the last four annual reports.
- Each proposer must have a minimum of 1,000,000 active UCaaS licenses on their platform and a minimum of 10,000 CCaaS licenses previously deployed.

- Proposer must have at least 3 referenceable customers. One of the three referenceable customers must be a university system with over 2,000 licenses deployed on proposers UCaaS platform.
- References should include a contact person, email address, and telephone number for each reference. Please input client references information in **Attachment “Atch VIII-Client Ref.”**.
- Each proposer must offer a financially backed SLA with a minimum of 5 9’s uptime (99.999%) for UCaaS and 4 9’s uptime (99.99%) for CCaaS.
- Proposer must offer Tier 1, Tier 2, and Tier 3, 24/7/365 support.
- Proposer’s must have a minimum worth/valuation of \$250 million to bid/be considered for award of the project.
- Proposed solution includes “Out of the Box” integration and interoperability with existing Microsoft Teams & Microsoft Office 365 environment. (The University has a combination of A3 and A5 licensing.)
- Proposed contact center solution includes “Out of the Box” integration into the University’s existing CRM’s and ERP software.
 - CRM and ERP Applications utilized by the University are listed in **Attachment “Atch V-CCaaS Proposer Resp.”**
- Proposed cloud telephony solution requirements are listed in **Attachment “Atch IV-UCaaS Proposer Resp.”**
- Proposer’s solution should encompass both cloud telephony and cloud contact center functionality that meets all requirements and features listed in this RFP or referenced in **Attachments “Atch IV-UCaaS Proposer Resp.” and “Atch V-CCaaS Proposer Resp.”**. All aspects of the proposed solution must be supported and managed by the proposer and not reliant upon a third party or reseller of these 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. across each department.
- 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.
- Information demonstrating the Proposer’s understanding of the nature and scope of this project.

2.5.3 Company Background and Experience

- How long the company has been in business.
- A brief description of the company size and organizational structure as it relates to services proposed.
- How long the company has been working with higher education clients.
- Most recent industry analyst reports about your firm’s products and services
- Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction, and date of legal complaint.
- Service and Support Requirements
- Approach and Methodology

- Implementation/Orientation Plan
- Risk Factor

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

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with 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 proposers are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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 University 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 University 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 State, the Louisiana Department of Economic Development (LED), or the University 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 University, 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:
<https://www.doa.la.gov/oa/osp/vendor-resources/hudson-se-veteran-initiatives/>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

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

PART III: EVALUATION

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

Evaluation Criteria	Possible Points
Financial Proposal (Section 3.1)	25
Technical Proposal (Section 3.2)	35
Implementation, Integrations, Training and Support (Section 3.3)	28
Veteran and Hudson Initiative (Section 3.4) <ul style="list-style-type: none"> • <i>Up to 10 points available for Hudson-certified Proposers;</i> • <i>Up to 12 points available for Veteran-certified Proposers;</i> • <i>If no Veteran-certified Proposers, those two points are not awarded.</i> 	12
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the University, 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 Financial Proposal

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

The following financial criteria will be evaluated:

Prices proposed by the Proposers shall be submitted on the price schedule furnished in “**Atch VI-Proposer Price Sched.**”. Prices proposed shall be firm.

- Pricing should include all monthly services costs based on user quantities and features listed in “**Atch “VI-Proposer Price Sched.”**” or any additional features necessary to meet requirements listed in “**Atch IV-UCaaS Proposer Response**” and “**Atch V-CCaaS Proposer Response**”.

- Pricing should include all hardware and handset costs listed in “**Atch “VI-Proposer Price Sched.”**”.
- Pricing should include white glove professional services, training, and implementation costs for both monthly services and configuration/implementation of all hardware and devices included in “**Atch “VI-Proposer Price Sched.”**”.

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

A Proposer’s base cost score will be based on the total of cost information provided in “**Atch “VI-Proposer Price Sched.”**” and computed as follows:

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

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

3.2 Technical Proposal

All features, applications and platform criteria outlined in this section are considered mandatory by the University. All respondents must comply with everything contained within to be considered for advancement. Regarding scoring for this section, all respondents will begin with the full complement of points. Points will be deducted and a final score for the section will be determined after the review committee completes its analysis of the offering and how well it suits the university’s needs.

The first level of Proposer technical evaluation is submission of the following information. 10 points.

- Industry Analyst Report Recognition, Gartner Magic Quadrant.
- Total number of active UCaaS licenses on proposer’s platform year to date minimum 5,000.
- Total number of CCaaS licenses deployed since proposer’s inception, minimum 5,000.
- Provide 3 referenceable customers that meet the specified criteria listed in section 2.5.2.
- Provided financially backed SLA.
- Outline support methodologies and levels of support provided by the Proposer with their solution. Reference section 2.5.2
- Proposer’s financial reports outlining net worth or total valuation of Proposer’s entity. Referenced in section 2.5.2.
- The Technical proposal must include an executive summary itemizing the deliverables in the first section of the document.

The second level of Proposer technical evaluation is the UCaaS portion of the solution: 15 points:

- Each item on Atch IV-UCaaS Proposer Resp. sections:
- Phone Station Features,
 - Voicemail Features & Requirements,
 - Integrated Voicemail Messaging,

- ACD Routing,
- Minimum Call Queue and Reporting Functionality Requirements (Non-Contact Center),
- System Administration & Diagnostic Questions,
- Call Recording ,
- CRM Integration,
- Redundancy,
- Security,
- Compliance with 911
- Telephone Specifications,
- Auto Attendant Requirements/IVR
- Unified Communications and Collaboration,
- Mobility Applications (Find Me/Follow Me),
- Business Application Integration,
- Business Intelligence and Telephony Analytics

The third level of Proposer technical evaluation is for the CCaaS portion of the solution: 10 points.

Each item on Atch V- CCaaS Proposer Resp. sections:

- Architecture,
- Integration,
- Disaster Recovery,
- Redundancy and Security,
- Connectivity,
- Voice Quality and Availability,
- Automated Call Distribution (ACD),
- Routing,
- Outbound Dialer,
- Omni-Channel,
- Email,
- Web Chat,
- SMS,
- Social Media,
- Interactive Voice Response,
- Mobile Applications,
- Callback Messaging,
- Call Recording,
- Call Monitoring,
- Soft Phone.
- Agent Contact Handling Interface,
- Application-Telephony Integration (CTI),
- Supervisor Desktop Tools,
- Reporting, Real-Time Monitoring and Reporting,
- Historical Reporting,
- Wallboard Displays,
- Quality Management,
- Speech Analytics,
- Performance Management Dashboards,
- International Calling Plans

Evaluation criteria listed above is in reference to Section 2.5.2 Proposal Elements as well as all supporting attachments IV - VIII.

3.3 Implementation, Integrations, Training and Support

Provide a plan for each of these items listed below. If item does not require detail, then “comply” or “no comply” is acceptable response. Regarding scoring for this section, all Proposers will begin with the full complement of points.

Implementation, Integrations, Training and Support details. 28 points

- Ability of proposed solution(s) and a plan to integrate with the following systems/platforms 10 points:
 - A broad, generic document for general integrations
 - Ellucian CRM-Advance (built on Microsoft Dynamics Platform)
 - Ellucian CRM-Recruit (built on Microsoft Dynamics Platform)
 - Ivanti/Cherwell Information Technology Service Management System
- The proposer must provide a single “point of contact” for the overall management of the project 2 points.
- The proposer must propose a full implementation plan integrating consulting and university resources to deliver the project on time, on budget, and with minimal disruption to the University 2 points.
- Comprehensive project management services necessary to insure a successful, “on budget”, “on time” implementation of the proposed solution 2 points.
- The proposer will provide staff to work with university functional and technical teams to ensure comprehensive requirements validation, business process analysis, and necessary solution configuration to meet the requirements, goals, and objectives, address the University business case, and provide the specific benefits outlined in Part II 2 points.
- The proposer must provide a plan to support the University during the implementation phase that will include on-site time to plan the implementation, as well as technical support in a mentoring format during the implementation.
- The proposer must provide a project manager to direct and coordinate the implementation 2 points.
 - The University retains the right to refuse and receive replacement project managers at no additional charge.
- The proposal is to outline initial remote training as well as a library of content necessary to provide ongoing operational management support, end user support, and business continuity support 2 points.
- The proposer is to provide post implementation and go-live support during the transition and handoff. Include length of time for this support. 4 points.
- Explain in detail proposers processes for 2 points:
 - Installation
 - Training for UCaaS Users and Admins (both in person and remote)
 - Training for CCaaS Users, Supervisors and Admins (both in person and remote)
 - Platform Upgrades (how often, notification of, no disruption of service etc)
 - Warranty Coverage
 - Maintenance

Customer Support, must be 24/7/365 and US Based

3.4 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 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

1. Develop a Technical Design Report that satisfies the provisions of RFP Scope of Work. The report should include the solution configuration requirements and the functional systems requirements. This report will be continuously updated and presented to the university showing the UCaaS/CCaaS solutions moving from; initial conceptual design, to preliminary systems design, to approved system design and ultimately to installed design.
2. Provide an *Implementation Planning Report*. Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system, including systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address required resources, firm time frames, Contractor responsibilities, University responsibilities, and any conceivable contingencies.
3. Provide *Interface Testing*. This includes such tasks as CRM interface design and testing, seamless interface with university network, solution IP and stress test on the University network etc. Must provide seamless integration with:
 - Ellucian CRM-Advance (built on Microsoft Dynamics Platform)
 - Ellucian CRM-Recruit (built on Microsoft Dynamics Platform)
 - Ivanti/Cherwell Information Technology Service Management System
4. Provide *Implementation Support*. The Contractor will provide functional project support as specified within the scope of work. Tasks should include assignment of project implementation team with a dedicated project manager assigned to oversee the Contractors team and work as a direct liaison to the University. Develop a detailed migration/cut-over schedule which will cover such topics and timelines for; on-site assessments, build dates, scripting, advanced application integrations, porting, user and admin training, to name a few.
5. Provide *Systems Test and Acceptance Test Support*. This includes tasks such as functional support on system data collection and set-up, test environments put in place, system functionality tests, security protocols put in place, integration testing etc.

4.2 Performance Measurement

The agreed upon timeline will spell out each step of how the implementation process will be completed, when and encompass the entirety of the process from contract through successful cut-over. Time periods for deliverables must be spelled out (based on percentage of project completed though that time period) and strictly adhered to. The University will track the percentage of completion based on the approved timeline, and should the project fall more than 5% behind the agreed upon schedule a meeting with the project leaders must take place wherein remedies to put the project back on track

provided. Continued lapses in the implementation timeline will result in penalty of 10% of the non-recurring professional services fees be credited.

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

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the Louisiana Department of Economic Development (LED), or the University 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 University, 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 I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

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

Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: () _____

Facsimile Number with area code: () _____

US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or University to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the

state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. 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. Proposer also has 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.
10. Proposer certifies that the cost submitted was independently arrive at without collusion.

Signature of Proposer or
Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Federal Identification
Number:

Address:

City:

State:

Zip:

ATTACHMENT II - Insurance Requirements for Contractors

The Contractor shall purchase and maintain for the duration of the contract insurance by a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher 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. Failure to comply with all terms of this section for the duration of the Contract places the Contractor in breach of this Contract. Request for any variations to this section may be reviewed by the University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. (LA R.S. 23:1035, or most current).

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general 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.

If liquor is served and/or if there is valet parking performed in the execution of this contract, then the contractor is required to provide liquor liability and/or garage keepers liability respectively in the minimum amount of \$1,000,000 per occurrence.

3. Professional Liability, Errors and Omissions, Malpractice (if applicable)

NOTE – this insurance is applicable for contracts that involve the following services:

- Medical Professionals (Doctors, Nurse Practitioners, etc.)
- Architects and Engineers
- Attorneys
- Accountants and Professional Financial Advisors
- Real Estate Brokers and Appraisers
- Insurance Agents
- Consultants

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable

4. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this contract)

Automobile Liability Insurance shall have a minimum combined single limit per occurrence 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.

5. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber Liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. Other Insurance Provisions

The Contractor shall either require each Subcontractor or Vendor to procure and maintain all applicable insurance of the type and limits specified in this section or assure in writing that all activities of the Subcontractor are covered by the Contractor's own insurance policies.

Any deductibles or self-insured retentions must be declared to and accepted by the University. The Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Contractor's insurance. The coverage shall contain no special limitations on the scope of protection afforded to the University. The Contractor's insurance shall be primary as respects the University, The University of Louisiana Board of Supervisors, its officers, agents, employees, and volunteers.

The University and The University of Louisiana Board of Supervisors, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Certificate(s) of Insurance shall be addressed to:
University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

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 university for all types of insurance required in this document.

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the University. 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

C. Reduced Limits, Special Circumstances

The scope of work for any bid may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities such as, but not limited to any of the following:

- Services in which the owner/operator is the only Contractor employee
- Services that do not involve the use of a motor vehicle
- Services in which there is no use of hazardous or radioactive materials
- Services in which there is no use of power machinery or tools
- Services in which there is no use of high voltage equipment
- Services in which no work is actually performed on the University campus

For these bids/contracts, the Director of Purchasing, at his/her discretion may choose to reduce the insurance requirements as follows:

1. Workers Compensation

The University may not require officers of a corporation, partners in a partnership, members of a limited liability company, and sole proprietors to elect Workers compensation coverage on themselves if they are the only person employed by the contractor performing the work specified in the Contract.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance may be waived from the insurance requirements of the contractor only if the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

- Goods and/or services will be delivered to the University by a third party
- Goods and/or services will be delivered to the University electronically

ATTACHMENT III: VETERAN/HUDSON INITIATIVE VERIFICATION FORM

The following section must be completed in order for any of the evaluation points available for the Veterans/Hudson Initiatives to be awarded. All supporting documentation (per instructions located in Sections 1.5 (H), 2.6.3 and 3.2.1) must be submitted with the Proposal. **Failure to submit this form for verification of Veterans/Hudson certification will result in zero (0) points awarded.**

1. Proposer is a certified small entrepreneurship. YES NO

If yes, provide Certificate Number and any supporting documentation:

Certification Number: _____

2. Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. YES NO
If yes, then list the certified entrepreneurs below and provide clearly labeled supporting documentation:

a. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

b. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

c. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

d. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

e. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

Amount of Subcontract: _____

3. Proposer made “good faith” efforts to subcontract with certified small entrepreneurs.

YES

NO

If yes, then supporting documentation must be clearly labeled and attached.

a. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

b. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

c. Company Name: _____

Address: _____

Phone Number: _____

Certification Number: _____

An excel worksheet containing the following attachments can be obtained by emailing the RFP Coordinator, Kristi Montet, at kristi.montet@louisiana.edu to request an emailed copy.

ATTACHMENT “Atch IV-UCaaS Proposer Response”

(See Attached Spreadsheet):

- Includes all existing and future telephony requirements desired by the University for their future communications platform.
- Includes a list of detailed questions that correlate directly with the University future needs and existing requirements for proposers to address.

ATTACHMENT “Atch V-CCaaS Proposer Response”

(See Attached Spreadsheet):

- Includes all existing and future contact center requirements desired by the University for their future communications platform.
- Includes a list of detailed questions that correlate directly with the University’s future needs and existing requirements for proposers to address.

ATTACHMENT “Atch VI-Proposer Price Schedule”

(See Attached Spreadsheet):

- Includes total quantities of users licenses and features to include in proposal/SOW.
- Includes total monthly services costs, total hardware, and handset costs, as well as total costs for training, implementation/configuration of all equipment and monthly services proposed.

ATTACHMENT “Atch VII-Existing Topology”

(See Attached Spreadsheet):

- Includes a breakdown of existing user counts and voice/network topology with existing, WAN, LAN, telephony per location.

ATTACHMENT “Atch VIII-Client Ref.”

(See Attached Spreadsheet):

- Includes a template for inputting client reference information (Point of contact, services deployed, vertical, and organization size).

APPENDIX A: SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA
PARISH OF _____

File No. _____
Solicitation No. _____

(NAME OF CONTRACT)

On this ____ day of _____, 20__, the (*Agency Name*), hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[*Provide the concise description of the data processing consulting services to be acquired*]

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (**spell-out**) (*n*) months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "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. "Unauthorized Code" does not include "Self-Help Code".

2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

a) Contractor Liability

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

b) Mutual Indemnification

The Parties (each, an "Indemnifying Party") agree to protect, defend, indemnify, save, and hold harmless the other Party (the "Indemnified Party"), its agencies, boards and commissions, officers, representatives, agents, commissioners, servants, employees, contractors, sublessees, and volunteers from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of the Indemnifying Party, its officers, agents, representatives, commissioners, servants, employees, contractors, sublessees, and volunteers, and any and all costs, expenses, and/or attorney's fees incurred by an Indemnified Party, except to the extent such claims, demands,

suits, or causes of action are caused by the negligence or intentional misconduct of one or more of the Indemnified Parties. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

c) Indemnification by Contractor

Contractor shall fully indemnify and hold harmless the University, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the University's act or failure to act.

d) Indemnification by University

University shall fully indemnify and hold harmless the Contractor, 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 University, its officers, directors, agents, and employees. The University shall not indemnify for the portion of any loss or damage arising from the Contractor's act or failure to act.

e) Intellectual Property Indemnification by Contractor

Contractor shall fully indemnify and hold harmless the University, 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 University.

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

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

f) Limitations of Liability

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

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

g) Additional Contractor Requirements and Limitation of Liability

It is expressly understood and agreed by the Parties that: (a) Contractor shall not visit or utilize the facilities of University if Contractor or Contractor's staff (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and Contractor shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply; (b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and Contractor agrees to comply with University's current and revised procedures prior to utilizing the facilities of University; and (c) while University has instituted measures to sanitize common areas, Contractor shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding Contractor use of the space. Under no circumstances shall University be liable to Contractor, or Contractor's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the Contractor (or any person who may contract COVID-19, directly or indirectly, from the Contractor) whether caused by the negligence, active or passive, of University or otherwise while Contractor is in, upon, of about the premises or any facilities or equipment therein of University

h) Other Remedies

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

2.4 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.5 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract.

2.6 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

2.7 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____. Contractor's seven-digit LDR account number is _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

2.8 CONFIDENTIALITY

All financial, statistical, personal, technical, and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes 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. Contractor shall not be required 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.

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities, and tasks as appropriate. The work plan will identify activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with State approval, procedures, and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR

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

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. *Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) businesses days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested

modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected, or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

F. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$____. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____
(Name of Designee).

(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)

Example A. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the University of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

University has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 University wide Implementation

Payments are predicated upon successful completion and written approval by the University of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the University of the payment task and receipt of an invoice. University will make every reasonable effort to make payments within 25 workdays of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the University of all deliverables provided by the contract.
- Upon written University acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon University acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

Example B. *Payment by Percentage of Completion*

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the University and conclusion of initial project meeting where objectives and timetables are agreed to by the University and the Contractor 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the University and training of University personnel 30%

Final Plan accepted by the University 20%

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, provided that the University 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 either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. 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 this contract; provided that the Contractor shall give the University, written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

University may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the University except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of University. All such software, records, worksheets, or materials shall be delivered to the University within thirty days of the completion or termination of this contract.

10.0 NONASSIGNABILITY

No contractor shall assign any interest in this 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 University.

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the University where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract 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.

15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and 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 this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16.0 HEADINGS

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

17.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

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

18.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)

This contract, (together with the Request for Proposals and addenda issued thereto by the University, the proposal submitted by the Contractor in response to the University's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS, DONE AND SIGNED on the date(s) noted below

(SPACE RESERVED FOR SIGNATURES)

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

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

CLEAN AIR ACT

Contractor 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 nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

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

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

SAMPLE CONTRACT ATTACHMENT I

STATEMENT OF WORK

1.0 INTRODUCTION

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the University's data processing environment, such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, ect related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the University's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies. information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the University Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the University according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be

	developed/finalized by the Contractor and approved by the University Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the University Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system, including systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the University Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable, such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of

	test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to University personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the University after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with University approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the University Project Director.

5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

SAMPLE CONTRACT ATTACHMENT II

HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the University data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]

2.0 SPECIAL REQUIREMENTS

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]

3.0 STANDARDS AND GUIDELINES

[List here references to applicable standards and/or guidelines or indicate "NONE".]

[Also, describe any exceptions to University standards and guidelines that will be permitted under this project. However, the University should takes steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

SAMPLE CONTRACT ATTACHMENT III

CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the University's network, must comply with University network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the University network. All hardware and software must be reviewed before it is used on the Local Area Network and may be made operable on the Local Area Network with written approval of the University.

SAMPLE CONTRACT ATTACHMENT IV

UNIVERSITY FURNISHED RESOURCES

Any resources of the University furnished to the Contractor shall be used only for the performance of this Contract. University will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the University as described in Section 3.6 is _____ who is the principal point of contract for this contract on behalf of the University.

2.0 TECHNICAL STAFF

University will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required, and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the University Project Director.

3.0 FUNCTIONAL STAFF

University will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required, and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the University Project Director

4.0 OFFICE FACILITIES

University will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

University will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

APPENDIX B: SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _____

COUNTY/PARISH OF _____

On the _____ day of _____, 20_____, at a meeting of the Board of

Directors of _____

a corporation, held in the City of _____, State of _____,

with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced corporation do hereby authorize (Name and Title) _____

and his/her successors in office to sign and submit a proposal; to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the University of Louisiana at Lafayette, with the effective date of _____; and to execute said documents on behalf of the corporation, and further, we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of _____

HELD ON THE _____ DAY OF _____, 20_____.

Secretary