

<b>REQUEST FOR PROPOSAL</b>	<b>LSU</b>	<b>BID DUE DATE AND TIME</b>
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>07/18/2024    02:00 PM    CT</b>

<b>SOLICITATION RFQ-0000002282</b> <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="180 394 789 604" style="border: 1px solid black; height: 100px; width: 100%;"></div>	<b>RETURN BID TO</b> Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803  <b>Buyer</b> Amy Guillot <b>Buyer Phone</b> <b>Buyer Email</b> aguillot1@lsu.edu <b>Issue Date</b> 06/17/2024
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**TITLE: Greaux Healthy Digital Strategy for Pennington Biomedical Research Center**

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## SECTION 1: INTRODUCTION AND BACKGROUND

### 1.1 University Information

Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as the “University” or “LSU”) is the state’s comprehensive research University. The University is classified by the Carnegie Foundation as a Doctorate-granting University, with very high research activity - one of only 27 public and 23 private universities in the nation. The University’s instructional programs include 194 undergraduate and graduate/professional degrees. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC) to award bachelors, masters, doctoral, and professional degrees.

As the premier University of the state, the mission of the University is the generation, preservation, dissemination, and application of knowledge and cultivation of the arts for the benefit of the people of the state, the nation, and the global community. The University offers challenging undergraduate, graduate, and professional education programs for outstanding students from Louisiana, the nation, and other countries. The University’s libraries and museums preserve the rich cultural heritage of the state, and scholars and artists at the University contribute to the literature, history, science, technology, and arts of our culturally diverse community.

The student body consists of over 35,000 students from 50 states and more than 110 foreign countries. The University employs approximately 5,000 faculty and staff. LSU Alumni total more than 250,000. The University is located on more than 2,000 acres in the southern part of Baton Rouge, Louisiana. The campus is bordered on the west by the Mississippi River. The University’s more than 250 principal buildings are grouped on a 650-acre plateau that constitutes the main part of the campus.

The Pennington Biomedical Research Center (hereinafter PBRC) is a research-only campus of Louisiana State University and is housed on its own individual 213-acre campus. Currently Pennington Biomedical Research Center has an employee work force comprised of 485 employees, of which 369 are full-time and another 116 are part-time. The Greaux Healthy Initiative is a Legislative directive that will have PBRC lead in developing a statewide program to teach healthy food selection and physical activity to young children to reduce the prevalence of obesity.

### 1.2 Purpose

The purpose of the Request for Proposal (RFP) is to obtain competitive Proposals as allowed by the Higher Education Procurement Code (LAC34.XIII.501.A.2) from bona fide, qualified Respondents who are interested in creating, developing, and maintaining a digital strategy as well as web, mobile, and software applications to support the needs of the Greaux Healthy initiative and other similar initiatives at PBRC.

### 1.3 Goals and Objectives

The primary goals and objectives of Greaux Healthy are to deliver new resources and programs for educators, providers, community leaders, and individuals that derived from PBRC evidence-based findings that focus on preventing and treating childhood obesity in the state of Louisiana. This requires digital solutions to provide on-going project-based work consisting of several components.

This work will consist of the development of a digital strategy, the design, development, and planned phased expansion of an existing website, and numerous new mobile applications. This website will be a central hub for all Greaux Healthy program components, and a resource repository for Greaux Healthy materials, to be accessed by the public using a variety of device types, such as PCs, mobile devices, and tablets. The website, resource repository, and mobile applications are critical components for Greaux Healthy’s multi-year program, and will need on-going design, development, management, and content updates for the duration of the program. This on-going work will consist of an initial discovery project, which will have as a key deliverable, a design and

requirements document that will outline a viable digital strategy which will serve as a roadmap for the design, build, and expansion of website capabilities and mobile applications, as well as the design and development of additional capabilities as prescribed by the Requirements Document.

#### 1.4 Key Challenges and Concerns

The work of developing comprehensive digital resources under the Geaux Healthy umbrella that can house independent, but connected, programs within one framework can present significant challenges. Some considerations will include ensuring that the delivered products are scalable over time, can include different audiences and geographic targets, and ensuring the overall digital strategy can evolve in a phased approach over time.

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## SECTION 2: ADMINISTRATIVE INFORMATION

### 2.1 Definitions

**Agreement or Contract:** The written Agreement, if any, executed by the authorized representatives of the University and the Supplier that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the arrangement for provision of services.

**Aggrieved Party:** A person who files a written protest in connection with the solicitation or award or the issuance of a written Notice of Intent to Award a contract under the Higher Education Procurement Code and has or may have a pecuniary or other property interest in the award of the contract.

**Award:** The acceptance of a bid or Proposal; the presentation of a purchase order or contract to a Supplier.

**Best and Final Offer (BAFO):** In a competitive negotiation, the final Proposal submitted by a respondent after negotiations have been completed and which contains the respondent's most favorable terms in response to the solicitation.

**Campus:** Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College located in Baton Rouge.

**Chief Procurement Officer (CPO):** As used in this RFP is the Assistant Vice President for Procurement and Property Management for LSU.

**Discussions:** For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit Proposals in response to this RFP.

**Database Developer/Programmer:** The Database Developer/Programmer will serve as Respondent's personnel responsible for the design, programming, construction, and implementation of new databases, as well as modifying existing databases for platform updates and changes in user needs. The Database Developer/Programmer should have at least five years of experience in database development.

**Entity:** An association, corporation, partnership, limited liability company, or any other legal entity individual that has legal standing under State Law.

**Fiscal Year:** July 1 through June 30.

**Higher Education Procurement Code:** The rules adopted pursuant to the authority granted by R.S. 17:3139.5.5.c.i, for use by the initial qualifying institution and those institutions operating under the auspices of a shared services model managed by the qualifying institution, in lieu of state procurement statutes when the university procures goods or services or enters other contracts.

**Historically Underutilized Business (HUB):** A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups. These individuals must have a proportionate interest and demonstrate active participation in the control, operation, and management of the corporation's affairs as certified by the General Services Commission.



**LaPAC:** The Louisiana Procurement and Contract Network. The state's online electronic bid posting and notification system resident on State Purchasing's website [<https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/pubMain.cfm>].

**LSU Board of Supervisors:** The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Mandatory Requirements:** For purposes of this RFP, the terms "shall," "must," and "will" denotes mandatory requirements.

**May:** The term "may" denotes an advisory or permissible action.

**Must:** The term "must" denotes mandatory requirements.

**Negotiation:** Conferring, discussing, or bargaining to reach agreement in business transactions on a potential procurement.

**Non-Responsive Proposal:** A Proposal submitted without the necessary documentation and requirements as set forth in this RFP.

**Others Hire by Consultant:** Subcontractors hired by the contractor to provide professional or consultant services to support the scope of work.

**Procurement:** The process by which the ownership or use of goods or services is acquired. Also includes all functions that pertain to the obtaining of goods and services, including but not limited to description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

**Project Manager:** The Project Manager will serve as Respondent's project manager for this engagement. As the Project Manager, this individual will be responsible for developing a project work plan and as scheduled for deliverables, coordinating, and delegating the assignments for Respondent's staff, and serving as the point of contact for LSU regarding new issues, project status, meetings, and deliverables. The Project Manager should have at least five years of experience in management consulting work, with a minimum of two years in higher education or other public sector projects.

**Proposal:** Document(s) submitted by the responsible Respondent pursuant to the Request for Proposals (RFP).

**Protest:** A written objection by a potential aggrieved party to a solicitation or award of contract, with the intention of receiving a remedial result. Protests must be filed in accordance with the Higher Education Procurement Code.

**Respondent:** An individual or entity that submits a response to a solicitation.

**Responsible Respondent:** A business entity or individual determined to be fully capable of meeting all requirements of the solicitation and subsequent contract and which has the personnel, financial and technical resources to perform as will be contractually required. A responsible respondent must be able to fully document in advance the ability to provide good faith performance.

**Request for Proposal (RFP):** Referred to as the "Solicitation" or the "RFP" in this document. A solicitation for Proposals to supply services or a combination of services and goods where weighted criteria are the basis for award.

**Services:** The furnishing of labor, time or effort by a supplier which may involve, to a lesser degree, the delivery or supply of a product, incidental to the required performance.

**Shall:** The term “shall” denotes mandatory requirements.

**Should:** The term “should” denotes a desirable action.

**Software Developer/Programmer (Junior):** The Software Developer/Programmer junior will serve as Respondent’s personnel responsible for the creation of models and diagrams, write scripts and code, and test applications. The Software Developer/Programmer junior should have at least two years of experience in software development.

**Software Developer/Programmer (Senior or Lead):** The Software Developer/Programmer senior will serve as the Respondent’s personnel responsible for the design, programming, build, deployment, and maintenance of software. The personnel will build software systems that power networks and devices and ensure that those systems remain functional. The Software Developer/Programmer senior should have at least five years of experience in software development.

**State:** The State of Louisiana.

**Subcontractors:** Providers under contract to Supplier as approved by the University.

**Supplier:** Any person having a contract with a governmental body.

**UI/UX Designer:** The UI/UX Designer will serve as Respondent’s personnel responsible for creating user-centered designs for digital products, such as websites, mobile apps, and software interfaces. Their primary focus is on enhancing user satisfaction and usability by improving the accessibility, efficiency, and aesthetics of the product. The UI/UX Designer should have at least five years of experience in UI/UX design.

**University or LSU:** Louisiana State University and Agricultural & Mechanical College (LSU), located at Baton Rouge and designated as the premier flagship University for the State, an institution of the Louisiana State University System and under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Will:** The term “will” denotes mandatory requirements.

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## 2.2 Schedule of Events

Event	Date	Time (CST)
RFP Posted to LaPAC	6/17/2024	
Deadline for Receiving Written Inquiries.	6/27/2024	2:00 PM
Issue Responses to Written Inquiries	7/8/2024	
PROPOSAL DUE DATE AND TIME. Proposals received late for whatever reason will not be considered.	7/18/2024	2:00 PM
Written Clarifications/Presentations Please note that designated Respondents may be required to make oral presentations relative to their respective Proposals prior to the final selection of the Supplier. Those Respondents selected to make such presentation will be notified.	TBD	
Best and Final Offer (BAFO)	TBD	
Notice of Intent to Award Issued	TBD	
Contract Start Date (Proposed)	TBD	

**NOTE: The University reserves the right to revise this schedule.**

## 2.3 Proposal Submittal (Mailed)

This RFP is available in electronic form at the Louisiana Procurement and Contract Network's (LaPAC) website <https://wwwcfprd.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 Coordinator with LSU Procurement Services.

Amy Guillot, RFP Coordinator  
Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
E-Mail: [aguillot1@lsu.edu](mailto:aguillot1@lsu.edu)  
Phone: 225-578-2290

It is the Respondent's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LSU Procurement Services is not responsible for a Respondent's failure to download any addenda documents required to complete a Request for Proposal.

**NOTE:** To receive the email notification from LaPAC, suppliers must register in the LaGov portal and pay the supplier fee. Registration is intuitive at the following link:

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

and help scripts are available on OSP website under vendor center at

<http://www.doa.la.gov/pages/OSP/purchasing/vendorcenter.aspx>

To submit a Proposal, LSU requests that seven (7) hard copies and seven (7) electronic copies on separate flash drives in Word or “searchable” PDF format, of an original version of the Proposal be submitted to the RFP Coordinator at the address specified for the RFP Coordinator. At least one (1) copy of the Proposal must contain original signatures; that copy should be clearly marked as “ORIGINAL” or differentiated from the other copies of the Proposal. In addition, LSU requests that two (2) copies of a redacted version of the Proposal, including redacted versions of exhibits, attachments, and other components of the Proposal, be submitted, and be clearly marked as “REDACTED COPY”. One (1) REDACTED copy should be a hard copy and one (1) copy should be electronic on a flash drive in Word or PDF format. The copy of the Proposal with original signatures and a redacted copy will be retained for incorporation in any Contract resulting from this RFP.

All Proposals MUST be received by LSU Procurement Services **no later than the date and time shown in the Schedule of Events.**

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

**RFQ# 000002282**

**Opening Date: 07/18/2024**

**Opening Time: 2:00 PM CST**

**Respondents are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. All mail is received at a central receiving location on Campus and then distributed appropriately.**

Proposals may be delivered by hand or courier service or mailed through the U.S. Postal Services to our physical location at:

Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803-3001  
Attn: Amy Guillot

Respondent is responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSU Procurement Services is not responsible for any delays caused by the Respondent’s chosen means of Proposal delivery. Failure to meet the Proposal opening date and time shall result in rejection of the Proposal. *Late Proposals cannot be accepted per LAC 34:XIII.515.B.* Rejected Proposals will not be opened.

Any Respondent who would like to view the opening of this solicitation can access the following link and can register in advance for this meeting at  
<https://lsu.zoom.us/j/97521415954?pwd=aG1RR3Joa1Q2RzdYcEtuVEhsVWdJZz09>

After registering, a confirmation email will be received containing information about joining the meeting.

**PROPOSALS SHALL BE OPENED PUBLICLY DURING THE ELECTRONIC BID OPENING AND ONLY RESPONDENTS SUBMITTING PROPOSALS SHALL BE IDENTIFIED. PRICES SHALL NOT BE READ.**

## 2.4 Proposal Response Format

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

- A. Provide an executive summary of your Proposal. The executive summary should touch on all components of your Proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this Contract.
- B. The attached Certification Statement (Attachment A) must be signed, dated, and submitted with the Proposal by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.
- C. Respondents should number their responses to the sections using the same numbering convention as presented in the RFP document as applicable. Each numbered section of the response should use the same section titles as identified in the RFP document. All required documents and information shall be provided for each section. Proposals that do not meet all requirements may be deemed as unresponsive and removed from consideration.

#### 2.4.1 Collateral Information

Please provide any collateral information as appendices. All appendices should be catalogued within the Proposal document at the end.

Collateral Information includes, but is not limited to, policies, handbooks, manuals, photos, or other documentation that will assist the committee in assuring compliance with Mandatory Requirements.

## 2.5 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. 44.1-44) will 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. Respondents 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 Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must 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 Respondent shall mark the cover of the Proposal, specifying the specific section(s) of the Proposal sought to be restricted, with the following:

*"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 Respondent as a result of or in connection with the submission of this Proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Respondent, without restrictions."*

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

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

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing Respondent or other person seeks review or copies of another Respondent's confidential data, the University will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the University and hold the University harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the University to disclose the information. If the owner of the asserted data refuses to indemnify and hold the University harmless, the University may disclose the information.

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.

## **2.6 Proposal Clarifications Prior to Proposal Due Date**

### **2.6.1 Inquiry Periods**

The University shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the Procurement cycle and operations of the University. The University reasonably expects and requires responsible and interested Respondents to conduct their in-depth Proposal review and submit inquiries in a timely manner.

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

An addendum will be issued and posted at the Office of State Purchasing's LaPAC website, to address all inquiries within the specified timeframe and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum.

### **2.6.2 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed Procurement process in which any Respondent is prohibited from communicating with any University employee or Supplier of the University involved in any step in the Procurement process; including, but not 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 identify a designated RFP Coordinator. All communications to and from potential Respondents 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 Respondent is also an incumbent Supplier, the University and the incumbent Supplier may contact each other with respect to the existing Contract only. Under no circumstances may the University and the incumbent Supplier and/or its representative(s) discuss the Procurement during the Blackout Period. Any Respondent 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 Respondent.

## **2.7 Errors and Omissions in Proposal**

The University will not be liable for any error in the Proposal. Respondent 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 Respondent. The University, at its option, has the right to request clarification or additional information from the Respondent.

## **2.8 Changes or Addenda**

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 and/or reissue the RFP.

If the Respondent needs to submit changes or addenda, such shall be submitted prior to the Proposal Due Date and Time. Changes or addenda shall be signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant Proposal section. Such shall meet all requirements of the RFP.

## **2.9 Withdrawal of Proposal**

A Proposal which contains a patently obvious, unintentional, and substantial mechanical, clerical or mathematical error, or unintentionally omits a substantial quantity of goods or services called for in the solicitation may be withdrawn by the Respondent if clear and convincing sworn, written evidence of such error or omission is furnished to the University prior to Award.

## **2.10 Waiver of Administrative Informalities**

The University reserves the right to reject any or all Proposals and waive any minor administrative informalities.

## **2.11 Cost of Proposal Preparation**

All Proposals submitted in response to this RFP and any expenses incurred in fulfilling the requirements of this RFP are the sole responsibility of the Respondent. The University shall not be liable for any costs incurred by prospective Respondents or Suppliers prior to issuance of or entering into an Agreement. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to this RFP are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the University.

## **2.12 Ownership of Proposal**

All Respondents are hereby warned that any part of their Proposals sent to LSU Procurement Services will become property of the University upon receipt and are subject to the Louisiana Public Records Law. A copy of the Proposal will be retained for incorporation by reference in any Agreement resulting from this RFP. Proposals marked, in its entirety, confidential or proprietary may be rejected and not considered. A request for cancelled solicitations and rejected proposals can be made in writing to Procurement Services at the Respondents expense.

## **2.13 Right to Reject**

Rejection. The university reserves the right to reject any or all responses to a solicitation in whole or in part and to award by items, parts of items or by any group of items specified. Also, the right is reserved to waive any technical defects when the best interest of the university will be served.

In accordance with the provisions of Higher Education Procurement Code (LAC34:XIII.1305), the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

## 2.14 Proposal Validity

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

## 2.15 Acknowledgement of Supplier Responsibility

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

## 2.16 Written Clarification /Presentations

After the opening of all Proposals received by the closing time and date for accepting Proposals, Respondents may be required, at the request of the University, to make a public oral presentation or provide written clarifications to their Proposals. Respondent will not be allowed to change Proposal or make any Proposal modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the Response. The RFP Coordinator will schedule any such presentations or address any needed written clarifications.

### 2.16.1 Demonstration Guidelines

Respondents may be provided with scripted scenarios on which to base their presentations in order to assure an objective comparison among Respondents' Proposed Services. LSU reserves the right, at its own cost, to record (audio and/or video) all presentations. LSU states a strong preference to see the proposed Project Manager and Team Lead(s) conduct the presentations. LSU's objective is to discern the Respondent's proposed Project staffs' familiarity with the Solution to be implemented and their ability to explain, communicate, converse, and interact with LSU staff.

## 2.17 Best and Final Offer (BAFO)

LSU reserves the right to conduct a BAFO with one or more Respondents determined by the committee to be reasonably susceptible of being selected for Award. If conducted, the Respondents selected 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 Respondents.

**THE BAFO WILL NOT OBLIGATE THE UNIVERSITY TO ENTER INTO A CONTRACT.**

## 2.18 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for Award, LSU Procurement Services will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. This Notice of Intent to Award will start the Protest period for any Aggrieved Parties.

LSU Procurement Services will also notify all unsuccessful Respondents when the Notice of Intent to Award is issued.



Any Aggrieved Party by the Notice of Intent to Award has the right to submit a Protest in writing, in accordance with the Higher Education Procurement Code (LAC 34: XIII. §1503), to the Chief Procurement Officer, no later than seven (7) days after the issuance of the Notice of Intent to Award.

## **2.19 Debriefings**

Debriefings may be scheduled by the RFP Coordinator with Respondents after the “Notice of Intent to Award” has been issued.

## **2.20 Right to Protest**

All protests to a solicitation shall be filed in writing with the CPO no later than three (3) days prior to the response submission deadline, excluding Saturdays, Sundays, and postal holidays. All protests to the award of a contract shall be filed with the CPO no later than seven (7) days after the issuance of the notification of intent to award.

The CPO shall render a written decision regarding a protest within fourteen (14) days, excluding Saturdays, Sundays, and postal holidays after receipt of the Protest and any subsequently submitted information. A written decision shall be furnished to the aggrieved party and other interested parties.

## **2.21 Protest Bond and Security**

Bonds may be required when the CPO determines that the harm from delay of implementation of a Contract could adversely affect the operations of the university. The protest bond shall be in the amount equal to potential damages as assessed by the University and shall be in the form of a certified check or a cashier’s check drawn on a bank insured by the Federal Deposit Insurance Corporation.

## **2.22 Contract Negotiations**

The University may enter into negotiations with one (1) or more Respondents in an effort to arrive at an awarded contract. The resulting contract shall be based on the Request for Proposals and all required Respondent submissions. Should negotiations stall between the University and the first Respondent, the University reserves the right to break-off negotiations with the first Respondent and begin negotiations with the second highest scored Respondent. The University reserves the right to continue such negotiations with the third and then subsequent highest scored Respondent if negotiations stall with the previously Supplier. If no Proposal is deemed acceptable by the University in its sole determination, the University reserves the right to reject all Proposals and cancel the solicitation.

The determination of when negotiations between the University and a Supplier have stalled and negotiations are to be discontinued with such Respondent and begun with another Respondent, are at the sole discretion of the University.

The Supplier will be expected to enter into a Contract which is substantially the same as the Sample Contract attached.

## **2.23 Supplier Engagement**

LSU is committed to fostering innovation, entrepreneurship and growing the Louisiana economy through the use of Historically Underutilized Businesses (HUBs)) for University contracting and Procurement opportunities. The University encourages HUB participation in all Contracts for Goods and Services. Participation may be direct (Tier 1) or indirect (Tier 2). HUBs must be certified by a qualified third-party certifying agency.

The Supplier shall provide a detailed summary of its plan to engage HUBs through the delivery and implementation of Services, including a firm commitment to utilization of HUBs for incorporation into any agreement with the University.

To the extent that any federal or State law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision may be amended or severed from the Agreement without affecting any of the other terms of the Agreement.

## **2.24 Contract Award and Execution**

Award shall be made to the Respondent with the highest points, whose Proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The RFP, any addenda, and required submissions of the Supplier will become part of any contract initiated by the University.

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this RFP. Refer to Non-Negotiable Contract Terms.

If any provisions of the contract resulting from this RFP are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

## **2.25 Commencement of Work**

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

## **2.26 Non-Negotiable Contract Terms**

In no event is a Respondent to submit its own standard Contract terms and conditions as a response to this RFP. Non-Negotiable Contract terms include but are not limited to taxes, assignment of Contract, right to audit, EEOC and ADA compliance, order of precedence, Contract changes, governing law, Contract controversies, and termination for non-appropriation of funds. The Respondent needs to address the specific language in the sample contract and submit their Proposal with any exceptions or exact Agreement deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the Negotiation process with the exception of Agreement provisions that are non-negotiable.

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## SECTION 3: SCOPE OF WORK

PBRC's Greaux Healthy initiative is charged with assessing PBRC technology-based research projects that contribute to the prevention and treatment of childhood obesity and creating technology-based resources to improve the health of Louisiana residents. Technology-based resources include web-based resources, mobile applications, and program software.

PBRC seeks a Supplier to create, develop, and maintain a digital strategy, create project plans for web, mobile, and software applications, and execute the development of identified project plans to support the needs of the Greaux Healthy initiative at PBRC. This project aims to develop a comprehensive digital strategy that identifies web, mobile, and software application projects that will connect users with evidence-based programs, trainings, and interactive learning opportunities derived from PBRC research. The projects will lead to the development of applications designed for, but not limited to, the delivery of health education or school-based health programs, the ability to share data through application program interfacing, offering interactive features such as gamification and artificial intelligence integrations including retrieval augmented generation models, and to allow for back-end data collection.

The Supplier shall follow a development process that includes requirements gathering, design, development, testing, deployment, and maintenance. The Supplier will be expected to perform all technical and other tasks necessary to complete the scope of work including, but not limited to, the steps and tasks outlined below as a guide. Supplier should develop a process with the necessary scope of work and budget to complete the development of web, mobile, and software applications that, at a minimum:

- A. Conducts thorough discussions with PBRC to gather data and report a digital strategy and proposed project plans with a detailed requirements and specifications document for each application project.
- B. Creates wireframes, mockups, and prototypes to visualize the user interface and obtain client approval. Implement the functionalities and features according to the approved designs using appropriate technologies and frameworks.
- C. Conducts comprehensive testing including unit testing, integration testing, and user acceptance testing to ensure the quality and reliability of the applications.
- D. Deploys the applications to production environments following best practices for deployment and configuration.
- E. Provides ongoing maintenance and support services post-launch, including bug fixes, updates, and technical assistance.

### 3.1 Minimum Requirements and Qualifications

Respondent who cannot meet these requirements and qualifications will be disqualified from the RFP process and their Proposal will not be considered for evaluation.

#### 3.1.1 Company Background and Experience

- A. Years in Business: The respondent must have been in business for at least five (5) years.
- B. Relevant Experience: The respondent must have experience in developing digital strategies and technology solutions in the past three (3) years.

#### 3.1.2 Technical Expertise

- A. Mobile Application Development: Proven expertise in developing native and cross-platform mobile applications for iOS and Android.

- B. Custom Programming: Experience with custom software development, including web-based applications, API integrations, and back-end systems.
- C. Technology Stack Proficiency: Proficiency in various programming languages and frameworks, such as JavaScript, Python, Java, Swift, Kotlin, .NET, and others relevant to the project.

### 3.1.3 Innovation and Creativity

- A. Innovative Solutions: Demonstrated ability to propose and implement innovative digital strategies and solutions.

### 3.1.4 Project Management and Methodology

- A. Project Management: Strong project management skills, with the ability to manage timelines, budgets, and deliverables.
- B. Methodology: Use of recognized methodologies such as Agile, Scrum, or other iterative development processes.
- C. Communication: Effective communication strategies to ensure regular updates and collaboration with our team.

### 3.1.5 Security and Compliance

- A. Data Security: Adherence to best practices in data security and privacy.
- B. Compliance: Knowledge and compliance with relevant industry standards and regulations, such as GDPR, HIPAA, or others applicable to the project.

### 3.1.6 Support and Maintenance

- A. Ongoing Support: Ability to provide ongoing support and maintenance for the developed solutions.
- B. Service Level Agreement (SLA): Clear definition of SLA terms, including response times and resolution times for support requests.

## 3.2 Proposed Goods/Services

Below is a list of goods and services that the supplier is expected to provide. Respondents may include additional services that align with the project's objectives.

### 3.2.1 Mobile Applications

- A. Development of native mobile applications for iOS and Android.
- B. Development of cross-platform mobile applications.
- C. User interface (UI) and user experience (UX) design for mobile applications.

### 3.2.2 Custom Software Solutions

- A. Development of custom web applications.
- B. API development and integration.
- C. Backend system development.
- D. Artificial Intelligence (AI) and Machine Learning (ML): Development of AI/ML models and integration into business processes.

### 3.2.3 Digital Platforms

- A. E-commerce platforms.
- B. Content management systems (CMS).

### 3.2.4 Data Analytics Tools

- A. Development of data analytics and reporting tools.
- B. Implementation of business intelligence (BI) solutions.

- C. Custom dashboards and visualization tools.

### 3.2.5 Security Solutions

- A. Implementation of security protocols and encryption.
- B. Development of secure authentication systems.
- C. Data protection and compliance tools.

### 3.2.6 Digital Strategy Development

- A. Analysis of current digital landscape and identification of opportunities.
- B. Creation of a comprehensive digital strategy roadmap.
- C. Strategic planning for digital transformation.

### 3.2.7 Consulting Services

- A. Technology consulting to identify the best tools and technologies for the project.
- B. Business process reengineering to enhance digital workflows.
- C. Innovation workshops and training sessions.

### 3.2.8 Project Management

- A. End-to-end project management, including planning, execution, and monitoring.
- B. Use of Agile, Scrum, or other project management methodologies.
- C. Regular status updates and stakeholder meetings.

### 3.2.9 Design Services

- A. UX/UI design for web and mobile applications.
- B. Graphic design and branding services.
- C. Prototyping and user testing.

### 3.2.10 Development Services

- A. Full-stack development services for web and mobile applications.
- B. Custom programming and software development.
- C. Integration with third-party systems and services.

### 3.2.11 Quality Assurance and Testing

- A. Comprehensive testing of applications and systems.
- B. Performance, security, and usability testing.
- C. Bug fixing and troubleshooting.

### 3.2.12 Deployment and Implementation

- A. Deployment of developed applications and systems.
- B. Configuration and setup of software solutions.
- C. Data migration and system integration.

### 3.2.13 Training and Support

- A. User training sessions and documentation.
- B. Ongoing technical support and maintenance services.
- C. Development of training materials and user guides.

## 3.3 Components

The scope of work includes the creation, development, and maintenance of a digital strategy and web, mobile, and software applications to support the needs of the Greaux Healthy initiative at PBRC. This project will require the review of Greaux Healthy's strategic plan, programs, digital assets, and intellectual property. The review and

analysis will result in a digital strategy created and prepared by the Supplier and presented to the institution in writing. Each project under this contract will be fully scoped and assigned a timeline and cost as the projects are developed. Supplier will provide detailed estimates of time and cost as projects are scoped under the contract.

In preparation for this project, PBRC shall identify a core team to allocate time to this project. The Core Team will work directly with the Supplier's project team to determine regular meetings, including timing of site visits. The digital strategy will leverage existing technologies to enhance Greaux Healthy's performance by developing new products or refining current processes, thereby positioning Greaux Healthy for a stronger competitive edge. This strategy may involve replacing current models, introducing a new digital agenda, and creating possibilities for a digital platform.

### **3.4 Phases and Deliverables**

The Supplier shall provide all services required to meet the project tasks below in the creation, development, and maintenance of a digital strategy and web, mobile, and software applications to support the needs of the Greaux Healthy initiative at PBRC.

#### **3.4.1 Digital Strategy with Requirements Documentation**

- A. Assess, review and analysis Greaux Healthy's strategic plan, programs, audiences, digital assets, and intellectual property. This shall include input from and interviews with Core Team members.
- B. Research competitors and evaluate the competitive environment across applications delivering health education uniquely for childhood obesity prevention and treatment targeted to Greaux Healthy's four (4) priority populations: one (1) expectant parents and families of infants, two (2) families with preschool children (2-5 yo), three (3) families with school-aged children (6-12 yo), and four (4) teens and young adults (13-25 yo).
- C. Develop a draft and final digital strategy report incorporating comments from the Core Team and stakeholders.
- D. Develop a requirements document for web, mobile, and software development.
- E. Develop a proposal and implementation timeline to execute web, mobile, and software development in alignment with the digital strategy to be approved by the Greaux Healthy Director or their designee prior to development commencing.
- F. Provide a detailed scoping process and project plan with complete scope documents including timelines and milestones that will be used for individual projects within this agreement.

#### **3.4.2 Web, Mobile, and Software Development**

- A. Create project plans and implement projects that deliver solutions identified in the digital strategy.
- B. Utilize a standardized development process and provide a scope for each project.
- C. Ensure full-stack engineering capabilities, covering front-end and back-end aspects of programming to work through the entire solution.
- D. Deliver competitive UI/UX design for all projects.
- E. Utilize similar technologies across projects and reuse components as applicable to maximize use of budget.
- F. Provide customizing coding and programming as requested for select projects.
- G. On applicable projects, incorporate integrations such as but not limited to artificial intelligence, gamification, social media, wearable technology, and e-commerce.
- H. On applicable projects, incorporate a learning management system with user profiles within the virtual learning environment.
- I. Provide opportunities for revisions, a prototype, and conduct beta testing prior to full product development and launch for all application development projects.

- J. Ensure all code is properly documented using agreed upon standards for code notation. Automated testing of code function to be conducted before project completion.
- K. Program back-end data collection and reporting features. Data collection on this back-end must be accurate and accessible at all times for purposes of analysis.
- L. Outline data security protocols.
- M. Provide solutions that can be maintained by PBRC staff after development.

### 3.4.3 Maintenance of Projects

- A. Allow for revisions to launched projects based on user feedback.
- B. Provide bug fixes throughout the agreement timeline.
- C. Ensure the ability to address malfunctions outside of operating business hours if project necessitates.
- D. Provide program performance data for all digital assets created.
- E. Define all anticipated costs associated with hosting, maintenance, and or software licensing within Attachment F.

### 3.4.4 Project Management

- A. Identify a dedicated program manager to manage all projects under this agreement.
- B. Develop and maintain project schedule and budget.
- C. Utilize development or project management software that allows the Core Team to view progress and communicate on each phase of development.
- D. If applicable, follow rules and limitations of the PBRC research protocols, working with the PBRC internal team to create methods consistent with what is approved.
- E. Allow flexible work hours for project flow and answering questions outside of specified meeting times.
- F. Execute project management tasks including scheduling and attending meetings, developing agendas, note-taking, and invoicing.
- G. Assist in project data management, documentation, and record keeping.
- H. Implement best practices for budget and schedule adherence.
- I. Provide periodic progress reports and presentations as requested for the Core Team.
- J. Facilitate meetings including project kick-off and close-out as well as project team meetings throughout the process offering both in person and virtual options.

Publication of the digital strategy and requirements documentation shall be within the first 90 days after Work commences and development shall begin within the first 120 days after Work commences. Individual project timelines and budget shall be defined and approved during the digital strategy with requirements documentation phase outlined above (3.2.1).

## 3.5 Meetings

PBRC expects Supplier to meet with PBRC as necessary to meet the objectives described above. Some meetings will appropriately be held by videoconference or teleconference to minimize cost and expenses. PBRC expects Supplier to provide weekly status reports in early phases of the project and at least bi-weekly status reports thereafter, as circumstances dictate. Additional meetings will be required to update PBRC, to conduct review of deliverables, and to conduct any appropriate meetings or other public forums to brief the PBRC team on this effort and obtain input from the PBRC team. PBRC and Supplier shall mutually agree on a more detailed schedule during final contract negotiations.

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## SECTION 4: EVALUATION

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
RESPONDENT QUALIFICATIONS AND EXPERIENCE (Section 5)	20
TECHNICAL PROPOSAL (Section 6)	43
FINANCIAL PROPOSAL (Section 7)	25
VETERAN AND HUDSON INITIATIVE (Section 8)	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.

If the University chooses to conduct oral presentations, BAFO, and any other required submissions may be considered as a factor of Award.

The scores for the Respondent Qualifications and Experience, Technical Proposal, Financial Proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Respondent with the highest overall score will be recommended for Award.

### 4.1 Evaluation and Selection

#### 4.1.1 Evaluation Team

The evaluation of Proposals will be reviewed by a team, to be designated by the University, which will determine the Proposal most advantageous to the University, taking into consideration the evaluation factors set forth in the RFP. The team may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Respondent or Proposal. Such input may include, but not limited to, analysis of Respondent's financial statements, review of technical requirements, or preparation of cost score data.

#### 4.1.2 Review and Evaluation (Points based on current RFP requirements)

The University reserves the right to accept or reject any Proposals and waive any informality in any Proposal submitted. All Proposals will be reviewed based on the criteria set forth in this document.

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## SECTION 5: RESPONDENT QUALIFICATIONS AND EXPERIENCE

### 5.1 Management Proposal

In this section, the Respondent will provide general information about the company's background and experience. This narrative should include the Respondent's legal structure (i.e., an LLC, a corporation), Federal tax identification number, principal place of business, where incorporated or otherwise legally established, and location of US headquarters, if different.

We also seek information on the names, titles, and tenure of the top five (5) officers of the company (or its subsidiary responsible for this project), the company's organizational structure (i.e., org chart), number of years in business, any change in ownership within the past ten (10) years (or any forthcoming changes) and the average number of employees for each of the past three years by category.

Finally, a brief history of the company, products and services should be included; along with sales growth in the postsecondary education market and other pertinent information to demonstrate financial strength, integrity, experience, and industry focus.

### 5.2 Respondent Financial Information

This section must include documents to demonstrate the Respondent's financial stability. The Respondent should provide the latest financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate both its financial strength and stability and its capability, as well as the capability of each of its subcontractors (if applicable) to carry out the Services.

### 5.3 HUB Supplier Participation

Respondents who are certified Historically Underutilized Businesses (HUBs) or who demonstrate their intent to use one or more certified HUBs as subcontractors shall be favorably considered in evaluation and Award of this RFP. For consideration Non-HUB Respondents shall provide documentation and information supporting a subcontracting plan with the Proposal.

Subcontracting plan shall include the following information:

- A. The HUB Supplier Participation Response Form (Attachment B) (must be included with Respondent's Proposal).
- B. Details on the scope(s) of work to be performed by HUBs.
- C. The percentage total contract award your company will subcontract with HUBs over the term of the Contract.
- D. Copies of actual or proposed Contracts between Respondent and certified HUB subcontractor(s) to be utilized in the execution of this Contract.
- E. Describe efforts your company has made to increase business with HUBs (i.e. does your company have a policy statement, participate in outreach activities, promote HUB firm subcontracting, publicize or solicit HUBs for contract opportunities, provide certification assistance, etc.?) Please provide examples.

### 5.4 Subcontractor Information

For each subcontractor or other third party, the Respondent should provide:

- A. Any subcontractor name(s) that will be utilized to provide services for any Contract resulting from this RFP.
- B. A description of work to be subcontracted to and/or products to be provided by third parties.

## 5.5 Respondent Qualifications

- A. Respondent must provide a brief history of their enterprise incorporating their core values, business philosophy, and industry longevity related to products, or service.
- B. Describe your experience with projects in a similar role, scope, and size to the program proposed by PBRC. PBRC is particularly interested in similar projects within a public sector employer. Information should include reference work done by your firm, any proposed subcontractor, as well as any collaborative efforts by the parties.
- C. Respondents must demonstrate they have the resources and capability to provide the materials and services as described herein.
- D. Respondents must assign a principal contact. Provide Name, Phone Number, Address, Fax Number and E-Mail address.
- E. Provide detailed resumes for all key professionals who will be directly responsible for providing services to PBRC. Include the following information: title, number of years at your firm, total number of years of experience, professional designations, or licenses.

## 5.6 Respondent Experience

- A. Describe your firm's experience with developing and implementing a digital strategy program and how your firm managed the implementation of those programs.
- B. Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of private sector clients. Highlight any past or present University based clients.
- C. Provide at least three (3) case studies showcasing innovative projects completed for other clients.
- D. Identify and list other industries served by the company.
- E. PBRC considers references to be an important factor in its decision to award a contract. Respondents should supply references that will be available to speak with the PBRC. Three (3) references should be provided that provided similar types of work completed in the past five to seven years.

## 5.7 Personnel Qualifications

- A. List the personnel to be assigned to this project along with a resume for each. Describe their related experience, role on the project, their titles, job description experience, including their training, qualifications and certifications, and period of service with the team if applicable. The respondent must have experience in the following key component areas:
  - 1. Website platform/application design and development
  - 2. Mobile application development
  - 3. Backend data system design
  - 4. Projects that provide detailed usability testing, innovation, and support
  - 5. More than five years of project management experience, e.g., managing large programming projects from start to finish.

6. Projects that employ data collection in a secure environment from wearables and other performance devices.
- B. Include an organization chart with names of proposed project members and the major project areas of concentration or responsibility of each project member. If subcontractors will be used, they shall be identified in the chart as such, with staff from the subcontractors shown.
  - C. Indicate the percentage of time key staff (Supplier and subcontractors) will be spending on this project versus other projects, including any variation in availability over the duration of the proposed schedule.
  - D. Indicate the other major project commitments (current and projected) of the team members involved, the anticipated completion dates for current projects, and the anticipated start to finish dates for projected projects.
  - E. Resumes for project manager and any other key personnel to be assigned to this project, including those of subcontractors, if any.

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## SECTION 6: TECHNICAL PROPOSAL

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

- A. Describe in detail your understanding of the project requirements and your overall ability to meet/exceed the requirements listed in section 3.1 and 3.2.
- B. Provide a summary of the overall approach and strategies intended to complete the tasks and deliverables for each phase.
- C. Provide a proposed timeline that identifies milestones and deliverables by phase, by task, and by month.
- D. Provide a table with the estimated labor hours by personnel proposed for the project for each task identified in the Scope of Services. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in this section.
- E. Establishing and maintaining a project budget, broken down into phases, identifying costs associated with this project.
- F. Describe the method and frequency of communication and coordination with PBRC staff. Provide specifics as to which meetings would be conducted onsite versus remote.
- G. Describe the method your firm would approach for developing a digital strategy and digital applications.
- H. Examples of two digital strategies, two websites, and two mobile applications created for similarly scoped projects for similarly sized agencies.

Additional services may be recommended as the Respondent determines appropriate based upon their experience. Other, additional recommended services shall be listed as “optional” in the Respondent’s proposal and may not be included in the final contract. **Proposals must include a proposed timeline with keys steps for completion of this project. A more detailed schedule will be developed by the selected awarded consultant as part of the project.**

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## SECTION 7: FINANCIAL PROPOSAL

The following financial criteria will be evaluated:

Use Attachment F, to provide the Financial Proposal. The Financial Proposal should include the not-to-exceed hourly rate for each category of team member performing the services to be provided pursuant to this RFP, as defined in the definitions section. The hourly rate for each position shall be inclusive of the employee base hourly rate, direct labor cost, overhead rate, profit, travel, and all other direct and indirect costs for all proposed team members. Proposers are required to use the position title provided, even if these titles are not consistent with the Proposer's existing titles. The Financial Proposal shall include an hourly rate in U.S. dollars for each title described on the Attachment F. Do not leave blanks. Do not fail to provide a rate for each title, and there shall be only one rate for each title. The Financial Proposal shall not reference how many team members under each category Respondent projects to provide; that information should be included only in the response to section 6(D). The Financial Proposal shall also include any one-time or annual fees as indicated on Attachment F.

A sealed pricing model will be used to determine the financial score. The pricing model will be made available on or after bid opening. It will include estimated hours for each title. The maximum number of points awarded for this criterion will be 25. The Respondent that provides the lowest total cost in the Total Proposed Cost (TPC) (**proposed hourly rates \* estimated hours plus the other estimated fees**) for all services will be awarded the full points. Points for other Respondents shall be prorated based on the cost for each Respondent compared to the lowest cost Respondent. Prices proposed shall be firm.

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

A Respondent's base cost score will be based on the cost information provided in Attachment F and computed as follows:

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

Where: BCS = Computed cost score (points) for Respondent being evaluated

LPC = Lowest proposed total cost of all Respondents

TPC = Total cost of Respondent being evaluated

FPP = Financial Proposal Points

*Note: For any value of LPC or TPC for which the proposed value is \$0, a value of \$0.01 shall be utilized for calculation purposes.*

## SECTION 8: VETERAN AND HUDSON INITIATIVE

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

If a Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent 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 Supplier 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 Respondents 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 Respondent 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 Respondents shall be prohibited.

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

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

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>

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

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg)

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

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

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Respondents who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Veteran/Hudson Initiative Verification must be completed and submitted with the Respondent's proposal in order to be considered for Award. Reserved points shall be awarded to the applicable Respondents' evaluation score as follows:

#### Respondent Status and Allotment of Reserved Points

The formula for the Hudson/Veterans subcontractor calculation is  $(A/B)*C=D$  where A = the eligible subcontractor work; B = the estimated value of the three-year contract being evaluated; C = the number of Hudson/Veterans reserved points; and D = point earned.

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

If the Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent 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.

**VETERAN/HUDSON INITIATIVE VERIFICATION MUST BE COMPLETED IN ORDER TO RECEIVE ANY APPLICABLE VETERAN/HUDSON INITIATIVE POINTS.**

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## SECTION 9: GENERAL INFORMATION

### 9.1 Data Security

All data, including personally identifying information, financial account information, or other personal information collected, obtained, or transmitted to Supplier or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state, and local law. Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

- A. The obligations of Supplier or subcontractor under this Section shall survive the termination of this Contract.
- B. Supplier agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Supplier. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

### 9.2 Use of Subcontractors

Each Supplier shall serve as the single Supplier for all work performed pursuant to its Contract. That Supplier shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements unless otherwise stated in this RFP.

If it becomes necessary for the Supplier to use subcontractors, the University encourages the Supplier to use Louisiana Suppliers, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship or Historically Underutilized Businesses (HUBs), if practical. In all Events, any subcontractor used by the Supplier should be identified to the University.

Each subcontractor must agree to be bound by the terms of the Contract. The Supplier shall assume total responsibility for compliance.

### 9.3 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Respondent 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. Respondent 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 Respondent if this certification is subsequently determined to be false, and to terminate any Contract awarded based on such a false response.



## 9.4 Campus Participation

Supplier agrees to extend to all campuses, under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the same goods, services, or incentives in this Contract. Campuses may be added by mutual written agreement of the parties via Participation Agreement.

## 9.5 Insurance Requirements

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires Suppliers to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any Agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the Supplier's financial responsibilities as outlined in the Agreement's Indemnification requirements. Therefore, the Supplier may opt to have broader coverage and limits to satisfy its financial obligations.

### Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier is or agrees to be solely responsible and hold harmless the University for the injuries of any owners, agents, volunteers, or employees during the course of the Agreement.

### Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

### Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

### Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

### Information Security and Privacy Insurance

In addition to the types of insurances and limits required by contract, Supplier shall maintain the following insurance types and limits:

1. Professional Liability (Errors and Omissions), including Network Security and Privacy Liability with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
2. Cyber Liability including third party coverage for privacy breach, including for notification assistance as required by Louisiana law with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
3. The above insurances and limits should include coverage for the following risks:

- a. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- b. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

#### Other Insurance Requirements

##### *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

##### *Additional Insured Status*

The University is to be listed as an Additional Insured on both Commercial General Liability (must provide additional insured status for both ongoing and completed operations using an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used) and Automobile Liability. See Verification of Coverage section on how the University should be listed as an Additional Insured.

##### *Waiver of Subrogation*

All insurances shall include a waiver of subrogation/recovery in favor of the University.

##### *Primary and Non-contributory coverage*

The Supplier's insurance coverage shall be primary insurance as respects to the University for any claims related to work performed for or on behalf of the University or related to an agreement/purchase order. Any applicable insurance or self-insurance maintained by the University shall be excess of the contractor/vendor's insurance and shall not contribute with it.

##### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Supplier to provide proof of ability to pay losses, related investigations, claim administration, and defense expenses within the deductible or retention.

##### *Verification of Coverage*

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Supplier's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

##### *Special Risks or Circumstances*

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9.6 Subcontractor Insurance**

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

## **9.7 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.

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees, and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses, or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

LSU Parties shall defend, indemnify, and hold harmless Supplier, its directors, officers, employees, agents and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

## **9.8 Compliance with Applicable Law**

Supplier will comply with all federal, State, and local laws appertaining to its business conducted under the Agreement, including the Higher Education Procurement Code (LAC34:XIII.2303); Louisiana Code of Governmental Ethics (La. R.S 42:1101), and will conform to University's business policies and practices.

Supplier shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Supplier must comply with all Federal, State and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability, or veteran status. See, e.g., The Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1975, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran' Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Fair Housing Act of 1968, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any Contract entered into as a result of this Agreement.

## 9.9 Term

The University intends to enter into an Agreement for a period not to exceed five years. The Agreement will commence on date of award and will be for an initial term of three years. At the option of LSU and acceptance by the supplier, the Agreement may be renewed for two additional twelve (12) month period(s).

## 9.10 Payment

*Payments will be made monthly upon completion of services and receipt of itemized invoice.*

### 9.10.1 Electronic Payments

a. Supplier must be able to conduct eProcurement transactions on the Workday platform, Punch-Out Catalog and electronic invoicing (cXML format), and must be able to process Automated Clearing House (ACH) payment transactions or ePayables for payment.

b. Supplier is expected to enroll in either the Bank of America PayMode or ePayables system.

The PayMode system require the supplier to accept electronic Automated Clearing House "ACH" payment transactions. Information and enrollment materials can be found at <http://www.paymode.com>. A Bank of America account is not required to enroll in PayMode.

OR

The ePayables system requires the Supplier to accept "ePayables ghost card" payments for settlement of invoices. ePayables is available to any supplier capable of accepting VISA credit card payments.

### 9.10.2 Payment Terms

Supplier must select one of the following payment terms as a part of their proposal:

- 2% 10 Days, Net 30
- 1% 20 Days, Net 30
- Net 30

### 9.10.3 Late Payments

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

## 9.11 Taxes

LSU is exempt from all Louisiana state and local sales and use taxes. Supplier shall be responsible for the remission of all taxes including but not limited to income, employment, use and sales taxes (Federal, State, and local) and all license fees, or any other necessary expense to the operation under the Agreement with the University, and shall conform to all laws, regulations, and ordinances applicable to the performance of this RFP and any subsequent Agreement between the University and Supplier.

## 9.12 Assignment

This Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet, or disposed of without receiving prior written consent from LSU Procurement Services. All Agreements and stipulations herein contained, and all obligations assumed in the Contract shall be binding upon the heirs, successor, and assigns of the parties thereto.

## **9.13 Audit/Retention of Records**

### **9.13.1 Audit of Persons Submitting Cost or Pricing Data**

The University may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data to the extent that such books and records relate to such cost or pricing data.

### **9.13.2 Contract Audit**

The University shall be entitled to audit the books and records of a Supplier or any subcontractor under any negotiated Contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Supplier for a period of five (5) years from the date of final payment under the Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

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

In the event of an inconsistency between the contract, the RFP and/or the Supplier's Proposal or any other required submissions, the inconsistency shall be resolved by giving precedence fully executed contract and amendments, then to the RFP and subsequent addenda (if any) and finally, the Supplier's Proposal or other submissions.

## **9.15 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

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

## **9.16 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and Contracts submitted are subject to provisions of the laws of the State of Louisiana, the Higher Education Procurement Code (LAC34:XIII), Procurement policies and procedures; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

## **9.17 Termination**

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

The University may terminate the Contract for cause based upon the failure of the Supplier 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 Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier 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 Supplier in default and the Contract shall terminate on the date specified in such notice.

The Supplier may exercise any rights available 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 Supplier shall

give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

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

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date.

The Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed in accordance with the Contract.

#### **9.17.3 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.

### **9.18 Anti-Kickback Clause**

The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee 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.

### **9.19 Substitution of Personnel**

If, during the term of the Contract, the Supplier 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 Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's Proposal.

### **9.20 Clean Air Act**

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

### **9.21 Energy Policy and Conservation Act**

The Supplier 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).

### **9.22 Clean Water Act**

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

### 9.23 Anti-Lobbying and Debarment Act

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

### 9.24 Fund Use

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

### 9.25 Warranties

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

Supplier shall indemnify University against any loss or expense arising out of any breach of any specified Warranty. ***(Only applicable to software)***

- I. Supplier further warrants that it has the right to provide and or license its software product to the University and that it will operate in accordance with this solicitation. In the event of a material failure of Supplier's software product to function and operate, and/or failure by the Supplier to perform its obligations, in accordance with the terms and conditions of the contract/s that results in the termination of the contract/s for cause by the University, the University will not be obligated to compensate the Supplier of any costs incurred by Supplier.
- J. *Period of Coverage.* The Warranty period for software and system components covered under the Contract/s will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate based upon negotiated terms thereafter.
- K. *Free from Defects.* Supplier 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 Supplier will, without additional charge to the University, 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 University.
- L. *Software Standards Compliance.* Supplier warrants that all software/hardware and other products delivered hereunder will comply with University specifications.
- M. *Software Performance.* Specific operating performance characteristics of the software/hardware provided hereunder are warranted by the Supplier.
- N. *No Surreptitious Code Warranty.* Supplier 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 University. Excluded from this prohibition are identified and University-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".

## 9.26 Accessibility

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)) and will remain committed throughout the term of this Agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding Supplier's compliance with applicable federal or State disability laws, policies, and regulations, the University will send communications to the Supplier regarding the complaint, and Supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel Agreement/Contract for cause.

## 9.27 Licenses and Permits

Supplier shall obtain and maintain at its own expense all licenses, permits, and other approvals required by Federal, State, and local governments. These documents shall be made available to University personnel when so requested by the University.

## 9.28 Severability

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

## 9.29 Code of Ethics

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

## 9.30 Security

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

## 9.31 Personnel and Background Checks

Supplier shall be required to provide all management and other personnel necessary for performance of its obligations under the Agreement at no additional cost to the University.

The Supplier must conduct and possess a current background check on all employees, whether full or part-time. The University reserves the right to request a copy of an employee's background check at any time. The Supplier shall be required to adhere to all University policies. All employees shall wear identification tags provided by Supplier.

The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University.

## 9.32 Parking and Transportation

Should Supplier access the University, Supplier's employees, subcontractors, vendors, and suppliers will conform to the regulations of LSU Parking & Transportation Services. Expenses of parking at the University shall be borne



by Supplier or its employees, subcontractors, and vendors. Information regarding the University's parking rules and regulations can be obtained from LSU Parking & Transportation Services.

## ATTACHMENT A - CERTIFICATION STATEMENT

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

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

Official Contact Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone Number with area code: (\_\_\_\_\_) \_\_\_\_\_

Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_

Respondent certifies that the above information is true and grants permission to the University or Agencies to contact the above-named person or otherwise verify the information provided.

By its submission of this Proposal and authorized signature below, Respondent certifies and agrees that:

- The information contained in its response to this RFP is accurate;
- Respondent complies with each of the Mandatory Requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- Respondent accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- Respondent 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;
- Respondent has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions;
- All Proposals will be considered valid until award is made; and,
- The State reserves the right to reject the response of the Respondent if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Respondent certifies, by signing and submitting a Proposal, 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 PART 200. (A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.)

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

Official Company Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Respondent's Authorized Representative:  
(Signature MUST be Hand signed and should be in Blue ink)

\_\_\_\_\_  
DATE

## ATTACHMENT B - HUB SUPPLIER PARTICIPATION RESPONSE FORM

The following section must be completed for any consideration to be given for Section 5.3: HUB Supplier Participation. All supporting documentation must be submitted with the Proposal clearly labeled within this section. Failure to submit this form for verification of HUB Supplier Participation will result in no additional consideration.

1. Respondent(s) is a certified HUB.  YES  NO

If yes, provide the below and any supporting documentation for certificate(s):

Certifying Agency(ies): \_\_\_\_\_  
Certificate Name(s): \_\_\_\_\_  
Certification Number(s): \_\_\_\_\_  
Certificate Expiration Date(s): \_\_\_\_\_

2. Respondent(s) is not a certified HUB but has engaged one or more certified HUBs to participate as subcontractors.  YES  NO

If yes, list the certified HUBs below along with clearly labeled supporting documentation for certificate(s)  
*If multiple HUBs, use additional pages.*

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Amount of Subcontract: \_\_\_\_\_  
  
Certifying Agency(ies): \_\_\_\_\_  
Certificate Name(s): \_\_\_\_\_  
Certification Number(s): \_\_\_\_\_  
Certificate Expiration Date(s): \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**

# ATTACHMENT C - SAMPLE PARTICIPATION AGREEMENT

## LOUISIANA STATE UNIVERSITY PARTICIPATION AGREEMENT

BETWEEN  
*("Supplier Name")*  
AND  
Louisiana State University

This Participation Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Effective Date**") by and between \_\_\_\_\_ ("**Supplier**") and Louisiana State University ("LSU").

**WHEREAS**, on \_\_\_\_\_, 20\_\_ , "Supplier Name" and Louisiana State University (the "**University**") entered into an Agreement including all exhibits, schedules and amendments thereto (the "**Agreement**"), which permits a member of the Louisiana State University System, other than the University, to purchase goods and services in accordance with the terms and conditions set forth in the Agreement.

**WHEREAS**, LSU is eligible to purchase under the Agreement and desires to obtain such services from Supplier in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the agreement referenced, the parties hereto agree to the following terms and conditions:

### **1. INCORPORATION OF AGREEMENT.**

The purpose of this Agreement is to allow LSU to purchase goods and services from Supplier at the prices as set forth in the Addendum. To that end, the Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Agreement, conflict with any terms and conditions of this Solicitation (the "**Supplemental Terms**"), the Supplemental Terms shall prevail. Capitalized terms not otherwise defined in this Solicitation shall have the same meaning as set forth in the Agreement.

### **2. TERM AND TERMINATION.**

This Agreement will commence on the Effective Date and will be effective for the Term, unless terminated. Thereafter, unless either party gives notice of termination in accordance with this Section Notwithstanding the foregoing, in the event the Solicitation is terminated for any reason, this Agreement shall also be deemed terminated as of the effective date of termination of the Solicitation. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice.

### **3. PAYMENT TERMS.**

Supplier shall submit to LSU on a per order basis an invoice for all purchases made by LSU hereunder. Supplier shall have the right to establish the credit limit of LSU and Supplier shall have the right to lower such credit limit if necessary for any of the following circumstances: (a) LSU is delinquent in making payments to Supplier; or (b) in Supplier's reasonable opinion, LSU's credit standing becomes impaired or reasonably unsatisfactory to Participant.

### **4. REPORTING.**

Supplier will provide Louisiana State University with an annual report of the spend for each Fiscal Year. The report shall include entity name, annual spend, and spend per contract category.

### **5. NOTICES.**

Supplier will deliver a fully executed copy of this Agreement to Louisiana State University. All notices, requests, demands and other communications under this Agreement shall be given in writing.

With a copy to: "Supplier Name"

If to Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: Louisiana State University  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Attn: CPO/Assistant Vice President  
Procurement & Property Management

**6. GOVERNING LAW**

The terms of this Agreement shall be governed by Louisiana Law. The proper venue for any dispute arising out of this agreement shall be the appropriate state or federal court in the State of Louisiana.

**IN WITNESS WHEREOF** the parties have caused their duly authorized representatives to execute this Participation Agreement as of the Effective Date.

**LOUISIANA STATE UNIVERSITY**

**[NAME OF SUPPLIER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT D - VETERAN/HUDSON INITIATIVE VERIFICATION

This form must be completed in order for any of the possible evaluation points to be awarded. All supporting documentation must be submitted with the Proposal clearly labeled within this Attachment. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Respondent is a certified small entrepreneurship.

YES  NO

If yes, indicate which initiative applies, Hudson Initiative or Veteran Initiative:

Initiative: \_\_\_\_\_

If yes, provide Certificate Number and any supporting documentation:

Certification Number: \_\_\_\_\_

2. Respondent is not a certified small entrepreneurship but demonstrates its intent to use certified small entrepreneurship(s) in the performance of the contract work resulting from this solicitation.

YES  NO

If yes, then list the certified entrepreneurship(s) below and provide clearly labeled supporting documentation:

a. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Total Contract Amount of Subcontract: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Total Contract Amount of Subcontract: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Total Contract Amount of Subcontract: \_\_\_\_\_

d. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Certification Number: \_\_\_\_\_  
Total Contract Amount of Subcontract: \_\_\_\_\_

3. Respondent 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: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**

## ATTACHMENT E - SAMPLE CONTRACT



### BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **SUPPLIER'S NAME ADDRESS, CITY, STATE, ETC.** (hereinafter referred to as "Supplier").

#### **TERM**

The term of this Agreement shall be for (xx) years, commencing on \_\_\_\_\_ ("Begin date") and ending on the day immediately preceding the (xx) anniversary of the Begin date ("End date"). This Agreement may be extended for (xx) additional (xx) month periods, subject to the mutual Agreement of LSU and Supplier.

#### **SCOPE OF SERVICES**

In accordance with the specifications outlined in the RFP document, Exhibit A provides the scope of services, tasks, and deliverables the University requires of the Supplier.

#### **SUPPLIER OBLIGATIONS**

Supplier Obligations

#### **UNIVERSITY OBLIGATIONS**

The University will provide at least a thirty (30) days' notice for quarterly, semi-annual, or annual business reviews. The University will provide Campus mail services, under policies and rules governing its use as provided for in Louisiana State University Policy Statement 91. ([https://lsu.edu/policies/ps/ps\\_91.pdf](https://lsu.edu/policies/ps/ps_91.pdf))

#### **CONTRACT MODIFICATIONS**

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

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

#### **FUND USE**

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

#### **HEADINGS**

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



meaning of Contractual language.

### **SUPPLIER ENGAGEMENT**

LSU is committed to fostering innovation, entrepreneurship and growing the Louisiana economy through the use of Historically Underutilized Businesses (HUBs). A summary of the University's commitment to HUBs can be found at the following link: [lsu.edu/supplier-engagement](http://lsu.edu/supplier-engagement).

To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the Agreement without affecting any of the other terms of the Agreement.

### **TERMINATION**

Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case 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 Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier 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 Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case 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 Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

Termination for Convenience: The University may terminate this Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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

### **OWNERSHIP**

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

### **INDEMNIFICATION**

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 this Contract.

Supplier shall defend, indemnify, and hold harmless the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and its members, officers, employees, and agents (collectively, "LSU Parties") from and against all suits, actions, claims, judgments, damages, losses, or other liabilities, and all cost and expenses, including without limitation reasonable attorney fees, ("Claims") incurred by LSU Parties in connection therewith, arising out of or relating to Supplier's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of Supplier, or those of its employees and/or agents. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, LSU Parties shall cooperate fully with and assist Supplier in all respects in connection with any such defense, and no LSU Party shall enter into a settlement of such Claim or admit liability or fault on the part of Supplier without Supplier's prior written approval.

LSU Parties shall defend, indemnify, and hold harmless Supplier, its directors, officers, employees, agents, and assigns, from and against all Claims incurred by Supplier in connection therewith, arising out of or relating to the gross negligence or willful misconduct of any LSU Party. Supplier shall give prompt written notice to LSU of any such Claim. In any instance to which the foregoing indemnities pertain, Supplier shall cooperate fully with and assist LSU in all respects in connection with any such defense, and Supplier shall not enter into a settlement of such Claim or admit liability or fault on the part of LSU without LSU's prior written approval.

#### **UNIVERSITY NAME AND LOGO USE**

The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

#### **USE OF UNIVERSITY FACILITIES**

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

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

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

#### **FACILITY AND CONSTRUCTION OVERSIGHT**

Modification to Premises: Should Supplier seek to modify Premises, it shall secure LSU's written approval of all plans and specifications for the construction of the improvements or modifications prior to the commencement of any work on or about the Premises, which approval will not be unreasonably withheld, conditioned, or delayed. This approval may be given by the Office of Facility Services for Louisiana State University or a designee. All proposed physical modifications to the Premises must be agreed upon in writing by the Supplier and the University and may require

approval of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College. Subject to Article IX, upon the termination or expiration of this Agreement, Supplier shall, as soon thereafter as feasible, but no later than thirty (30) days after effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Supplier, remove Supplier's equipment (if applicable), and return the Premises to University, with all of University's Equipment (defined below), in the same condition as when originally made available to Supplier, unless agreed upon by University, excepting reasonable wear and tear, fire and other casualty loss.

#### **WAIVER**

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

#### **WARRANTIES**

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

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

#### **TAXES**

Supplier agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

#### **DISCRIMINATION CLAUSE**

The Supplier 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 supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier 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, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

#### **ACCESSIBILITY**

Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)), and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to

cancel agreement/Contract for cause.

### **LICENSES AND PERMITS**

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

### **SUBCONTRACTORS**

The Supplier may enter into subcontracts with third parties for the performance of any part of the Supplier's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the University for any breach in the performance of the Supplier's duties. The Supplier will be the single point of contact for all Subcontractor work.

### **INSURANCE**

Supplier 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 Suppliers, agents, representatives, or employees.

#### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier /vendor is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

#### **Commercial General Liability (CGL)**

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

#### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

#### **Excess Insurance**

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

#### **Other Insurance Requirements**

##### **Additional Insured Status**

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See Verification of Coverage section on how the University should be listed as an Additional Insured.

##### **Waiver of Subrogation/Recovery**

All insurances shall include a waiver of subrogation/recovery in favor of the University.

##### **Primary Coverage and Limits of Insurance**

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the Supplier/vendor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Supplier /vendor's insurance and shall not contribute with it.

### **Subcontractors**

Subcontractors of the Supplier/vendor shall be subject to all of the requirements stated herein. Supplier/vendor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Supplier /vendor copies of subcontractors' certificates.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Supplier/vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

### **Verification of Coverage**

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University  
and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Supplier/vendor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

### **Special Risks or Circumstances**

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **PAYMENT TERMS**

The University shall pay Supplier for services rendered in accordance with the Recovery Services Cost Schedule set forth in Attachment II of this RFP. If pricing is not available on the schedule, then the price shall apply as listed on the proposer's standard cost schedule, which must be submitted with the proposal. The Supplier may invoice the fixed cost outlined in Attachment II to the University quarterly (for one-fourth of the annual contract cost). The Supplier may invoice the University monthly for labor, equipment, and materials charges associated with a loss. These invoices are subject to a review and audit by the University's designated property adjuster before payment. Payments will be made by University check or electronic funds transfer within approximately sixty (60) days after receipt of a properly executed invoice, and approval by University. Invoices submitted without supporting documentation will not be approved for payment until the supporting information is provided.

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

### **SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Supplier 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 Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's proposal.

### **NOTICES**

All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

#### **If to LSU:**

Chief Procurement Officer  
Assistant Vice President for Procurement & Property Management  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176

#### With copy to:

Michele Montero  
Director of Procurement  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2035  
Email: mmontero@lsu.edu

### **ASSIGNMENT**

The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, and conveyed, sublet, or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party 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 non-assigning Party.

### **CODE OF ETHICS**

The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The

Supplier agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

### **CONFIDENTIALITY**

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

### **INFORMATION SECURITY**

Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

### **CONTRACT CHANGES**

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior approval of LSU Procurement Services. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

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

### **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the University Pilot Procurement Code, LAC 34:XIII.1503.

### **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

### **SECURITY**

Supplier's personnel will comply with all security regulations in effect at the University's premises, 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 Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security

### **ANTI-KICKBACK CLAUSE**

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

### **CLEAN AIR ACT**

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

### **ENERGY POLICY AND CONSERVATION ACT**

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

### **CLEAN WATER ACT**

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

### **ANTI-LOBBYING AND DEBARMENT ACT**

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

### **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton



Rouge, State of Louisiana.

**SEVERABILITY**

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

**COMMENCEMENT OF WORK**

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

**COMPLETE CONTRACT**

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

**ORDER OF PRECEDENCE**

The Request for Proposal (RFP), dated \_\_\_\_\_, and the Supplier's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Supplier's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Supplier's Proposal.

THUS DONE AND SIGNED by LSU in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to LSU:

BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL COLLEGE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief Procurement Officer  
*Assistant Vice President for Procurement & Property  
Management*

THUS DONE AND SIGNED by Supplier in triplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, in the presence of the undersigned competent witnesses who have hereunto signed their names with the parties hereto.

WITNESSES as to  
SUPPLIER'S NAME

SUPPLIER'S NAME

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# ATTACHMENT F - FINANCIAL PROPOSAL

## Hourly Rates Estimates

Item	Hourly Rate
Project Manager	
Software Developer/Programmer ( <i>junior</i> )	
Software Developer/Programmer ( <i>senior or lead</i> )	
UI/UX Designer	
Database Developer	
Other Hires by Consultant	

## Other Fees Estimates

Item	Frequency (monthly, annually, one-time)	Cost per Unit	Total Estimated Annual
Maintenance and Hosting Fees			
Licensing Fees			
Application Publishing Fees			
Third-Party Integration Fees			
Cloud Data Storage Fees			
Content Management Systems Fees			
Learning Management System Fees			