



UNIVERSITY

OF

LOUISIANA
L a f a y e t t e®

**REQUEST FOR PROPOSALS
for**

INTERNATIONAL STUDENT RECRUITMENT

SOLICITATION No. 24016

PROPOSAL DUE DATE / TIME

JANUARY 9, 2024 at 2:00 P.M., CST

Table of Contents

Table of Contents	2
PART I: ADMINISTRATIVE AND GENERAL INFORMATION	5
1.1. Purpose	5
1.2. Background	5
1.3. Goals and Objectives	7
1.4. Term of Contract	7
1.5. Definitions	7
1.6. Schedule of Events	8
1.7. Proposal Submittal	9
1.8. Qualification for Proposer	10
1.8.1 Mandatory Qualifications:.....	10
1.8.2 Desirable Qualifications:.....	11
1.9. Proposal Response Format	11
1.9.1 Cover Letter	11
1.9.2 Table of Contents	11
1.9.3 Executive Summary	11
1.9.4 Company Background and Experience	12
1.9.5 Approach and Methodology	12
1.9.6 Proposed Staff Qualifications	13
1.9.7 Veteran and Hudson Initiative Programs Participation	13
1.9.8 Cost Proposal	14
1.9.9 Certification Statement	15
1.9.10 Attachments	15
1.10 Number of Copies of Proposals	15
1.11 Technical and Cost Proposals	15
1.12 Legibility/Clarity	16
1.13 Confidential Information, Trade Secrets, and Proprietary Information	16
1.14 Proposal Clarification Prior to Submittal	17
1.14.3 Pre-proposal Conference	17
1.14.4 Proposer Inquiries	17
1.14.5 Blackout Period	18
1.15 Error and Omissions in Proposal	19
1.16 Changes, Addenda, Withdrawals	19
1.17 Withdrawal of Proposal	19

1.18	Waiver of Administrative Informalities	19
1.19	Proposal Reject/RFP Cancellation	19
1.20	Ownership of Proposal	20
1.21	Cost of Offer Preparation	20
1.22	Taxes	20
1.23	Determination of Responsibility.....	20
1.24	Use of Subcontractors.....	21
1.25	Written or Oral Discussions/ Presentations	21
1.26	Acceptance of Proposal Content	21
1.27	Evaluation and Selection.....	22
1.28	Best and Final Offers (BAFO)	22
1.29	Contract Award and Execution	22
1.30	Notice of Intent to Award	22
1.31	Right to Prohibit Award	23
1.32	Insurance Requirements for Contractors	23
1.33	Duty To Defend	26
1.34	Liability and Indemnification.....	26
1.34.3	Contractor Liability	26
1.34.4	Force Majeure	26
1.34.5	Indemnification.....	26
1.34.6	Intellectual Property Indemnification.....	27
1.34.7	Limitations of Liability	27
1.34.8	Other Remedies	27
1.35	Subcontractor Insurance	28
1.35.3	Workers Compensation Indemnity	28
1.36	Payment.....	28
1.37	Late Payments	28
1.38	Termination.....	29
1.38.1	Termination of the Contract for Cause	29
1.38.2	Termination of the Contract for Convenience	29
1.38.3	Termination for Non-Appropriation of Funds.....	29
1.39	Assignment.....	30
1.40	Right to Audit	30
1.41	Civil Rights Compliance	30
1.42	Record Ownership	30

1.43	Entire Agreement/ Order of Precedence	30
1.44	Contract Modifications	31
1.45	Substitution of Personnel.....	31
1.46	Governing Law.....	31
1.47	Claims or Controversies	31
1.48	Code of Ethics	31
1.49	Corporate Requirements.....	31
1.50	Prohibition of Discriminatory Boycotts of Israel	32
1.51	Security	32
	1.51.1 Cybersecurity Training	32
1.52	Non-Negotiable Contract Terms.....	33
PART II: SCOPE OF WORK/SERVICES		34
2.1	Scope of Work/Services	34
2.2	Tasks and Services	34
2.3	Deliverables.....	35
2.4	Technical Requirements.....	35
2.5	Project Requirements	35
PART 3: EVALUATION		36
3.1	Company Background and Experience	36
3.2	Approach and Methodology	37
3.3	Staff Qualifications	37
3.4	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation	37
3.5	Cost Evaluation.....	38
PART 4: PERFORMANCE STANDARDS		39
4.1	Performance Requirements	39
4.2	Performance Measurement/Evaluation/Monitoring Plan.....	39
ATTACHMENT I: COST SCHEDULE.....		41
ATTACHMENT II: CERTIFICATION STATEMENT.....		42
APPENDIX A: SAMPLE CONTRACT		44
APPENDIX B: SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY.....		56

Note: It is understood and agreed that the headings of the various sections of this document have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document or any of its provisions.

REQUEST FOR PROPOSAL FOR INTERNATIONAL STUDENT RECRUITMENT

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1. Purpose

The purpose of this Request for Proposals (hereinafter referred to as the “RFP”) issued by University of Louisiana at Lafayette (hereinafter referred to as the “University” or “UL Lafayette”) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from qualified Proposers who are interested in providing outreach activities, inquiry management, and courtship for international student prospects by marketing the University and its programs to increase international student enrollment.

1.2. Background

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

The University has nine (9) colleges and schools:

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

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

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

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

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

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

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

UL Lafayette's Fall 2022 enrollment was more than 18,864, including 2,269 graduate students. The academic institution's student body comprises individuals from forty-eight (48) states and territories within the United States and eighty-one (81) foreign countries. The University possesses roughly 1,400 acres of land and is situated in Lafayette, a city with a populace exceeding 126,000 residents.

The University of Louisiana at Lafayette has experienced a significant decrease in the enrollment of international students over the past decade, with the number dropping from over 1500 ten years ago to 520 in the Spring of 2023.

The University currently lacks a formal international student recruitment strategy and has primarily relied on word-of-mouth communication by former students. The new strategic plan aims to attract 2000 international students by 2028, but the University lacks the necessary infrastructure to implement a global recruitment strategy independently.

With the University's R1 status and the competitive cost of education, there is a great opportunity to be highly competitive in the international student market.

To achieve the international enrollment goals, the University must engage with an established and successful Contractor who specializes in global international recruitment. This will enable the university to expand its reach and attract a diverse pool of talented students from all over the world. The Contractor will collaborate with the University to facilitate the promotion of its academic degree programs, identify potential students, assist them throughout the application and admission process, and ensure that they are admitted, registered, and attend any of the degree programs offered. The success of the recruitment process shall be determined based on the academic progress of the students after the census date.

A committee appointed by the Provost will serve as liaison with the Contractor to ensure it has the tools to promote UL Lafayette’s academic programs, campus life and the local community. The University’s Global Engagement vision is to create a solid international community on campus that would translate in more opportunities for a global education of the student body.

1.3. Goals and Objectives

The University seeks to procure recruitment services from a single Contractor to boost the enrollment of international students by 300 students annually, while also monitoring potential international students throughout the recruitment process. Additionally, the University aims to foster a strong international community on campus, which will lead to more opportunities for a global education environment.

1.4. Term of Contract

The term of any contract resulting from this RFP shall begin on or about April 1, 2024, and is anticipated to end on March 31, 2027 The University shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term.

Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract

1.5. Definitions

Term	Definition
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Agent	A subcontractor of the Contractor who may have direct contact with international student prospects.
Census Day	The 12 th class day of the semester when the institution takes a snapshot of student enrollment for reporting purposes to count the number of enrolled students for the semester.
Contract or Agreement	Specific to the arrangement that results from this RFP, the arrangement between UL Lafayette and the awarded Proposer which is governed by this RFP’s procedures, evaluation criteria, mandatory terms and conditions, administrative requirements, and Proposer’s proposal. See Section 1.43 for Entire Agreement/Order of Precedence.
Contractor	Any person having a contract with a governmental body; the selected Proposer. Any person or firm awarded the RFPs expected resulting contract with the University.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

DOA	Division of Administration
Global Team Management/ Establishment of Global Marketing Virtual Space	Global Team Management/Establishment of Global Marketing Virtual Space- Global team management refers to the process of managing a team that is spread across different locations around the world. It involves coordinating and communicating with team members who may be working in different time zones, cultures, and languages. The establishment of a Global Marketing Virtual Space refers to the creation of an online platform where marketers from different parts of the world can collaborate, share ideas, and work together to achieve common marketing goals.
International Student Prospects	A potential student (undergraduate or graduate) that seeks admission to UL Lafayette from an official address not within the United States and any US Territory.
Institution	University of Louisiana at Lafayette (UL Lafayette).
May and Can	The terms “may” and “can” denotes an advisory or permissible action.
Must	The term “ must ” denotes mandatory requirements.
OSP	Office of State Procurement
Proposal	Document(s) submitted by the responsible Proposer pursuant to this RFP.
PPM 49	Policy and Procedure Memorandum 49 – Louisiana’s Travel Policy
Proposer	A firm, company or organization submitting a Proposal in response to this RFP.
RFP	Request for Proposal
Shall and Will	The terms “ shall ” and “ will ” denotes mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
University	University of Louisiana at Lafayette (UL Lafayette).
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

1.6. Schedule of Events

RFP KEY EVENTS SCHEDULE	DATE
RFP email to potential Proposers, advertise in newspapers and post to LaPAC; and Blackout period begins. See Section 1.14.3	November 21, 2023
Deadline for receipt of Written Inquiries Inquiries must be received by 2:00 P.M. CST. See Section 1.14.2.	December 5, 2023
Deadline to Answer Written Inquires	December 13, 2023

DEADLINE FOR RECEIVING PROPOSALS (And any proposal addendum) ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED All Proposals must be received by 2:00 P.M., CST on the date at the address listed in Section 1.7 . Proposals received late for any reason will not be considered.	Tuesday, January 9, 2024
Written or Oral Discussion/Presentations, if applicable See Section 1.25.	<i>Week of February 5, 2024 (Official Dates will be announced if needed)</i>
Notice of Intent to award announcement, and 14-day protest period begins, on or about	<i>March 1, 2024</i>
Contract execution, on or about	<i>April 1, 2024</i>

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

1.7. Proposal Submittal

This RFP is available in electronic form at the State of Louisiana, Division of Administration, Office of State Procurement (OSP) LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator with the University's Office of Purchasing. Contact information for the RFP Coordinator is provided in Section 1.14.2 of this RFP. To access the RFP on LaPAC, search by Solicitation # **50011-ULLAF24016**

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

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. All proposals shall be received in hard copy (printed form) by the University's Office of Purchasing **no later than the date and time shown in the Schedule of Events (See Section 1.6).** Be sure to sign your proposal before mailing.

NOTE: FAX, E-MAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

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

- Proposal Name: **International Student Recruitment**

- Solicitation Number: 24016
- Proposal Due Date and Time: January 9, 2024 at 2:00 pm (CST)

NOTE: Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals received after the deadline will not be considered.

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

**University of Louisiana at Lafayette
Office of Purchasing
104 University Circle
Martin Hall, Room 123
Lafayette, LA 70503
Telephone: 337-482-5201**

It is solely the responsibility of each Proposer to ensure that its courier service provider makes inside deliveries to our physical location and prior to the deadline for submission of their proposal. The University is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

All formal proposals will be considered valid until award is made.

Proposer is solely responsible for the timely delivery of its proposal. **Failure to meet the proposal opening date and time shall result in rejection of the proposal and shall be considered as non-responsive.**

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

The public **opening** will take place on Tuesday, January 9, 2024 at 2:30 pm (CT) on Zoom, which is available for viewing by registering at:

<https://ullafayette.zoom.us/meeting/register/tJAqdOGrqTloGdKy1rxszgx7R-6SgbQXvXzs>

1.8. Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers **must** meet the following qualifications prior to the deadline for receipt of proposals:

- A) Provide evidence of successful record in the recruitment of students to attend English Language Immersion programs.
- B) Provide evidence of successful recruitment of undergraduate and graduate international students in at least 5 countries.

Failure to include these documents shall be ample cause to reject the proposal as non-responsive.

1.8.2 Desirable Qualifications:

It is desirable that Proposers meet or exceed the following qualifications:

- A) Provide evidence of recruiting history on all continents (excluding Antarctica).
- B) Proposer should exhibit extensive proficiency, versatility, and a well-established track record in delivering for International Student Recruitment and Services to academic institutions.
- C) Proposer should demonstrate the capacity to offer and maintain programs to increase international student enrollment Recruitment and Services, furnish mobile and social features, operate on a cloud-based delivery infrastructure, possess analytics capabilities, and provide flexibility via interoperability.

1.9. Proposal Response Format

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

1.9.1 Cover Letter

The cover letter should be addressed to the RFP Coordinator and submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. The cover letter should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the University.

The content of the cover letter should:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer with regard to this RFP;
- Identify the name, address, telephone number, fax number, and email address of the primary contact person for technical and contractual clarifications throughout the evaluation period;
- Identify if the proposing company qualifies under the Veteran/Hudson Small Entrepreneurship Program stated in **Section 1.9.7**.

1.9.2 Table of Contents

The proposal should be organized in the order cited in the format contained herein, to include paginated references.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a period of at least ninety (90) calendar days from the date of proposal's signature date. This section should also include a summary of the Proposer's qualifications and ability to meet the University's overall requirements in the timeframes set by the University.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Appendix A. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the **Sample Contract, Appendix A** and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company by including a brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in Mandatory Qualifications for Proposer **Section 1.8.1** and/or the Desirable Qualifications for Proposer **Section 1.8.2**.

1.9.5 Approach and Methodology

Proposals should contain a sufficient amount of information to convince evaluators that the Proposer has the necessary experience, knowledge, and qualifications to execute the Scope of Services. It is important to provide detailed information about the proposed team's credentials, relevant experience, and past performance on similar projects. The proposal should also demonstrate a clear understanding of the requirements and objectives of the project, as well as a well-defined plan for executing the work. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of; as well as describe their understanding of the nature of the project and how the Proposer will meet the needs of the University.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Proposer will provide a comprehensive Project Management and Quality Assurance approach to ensure the overall effectiveness of the International Student Recruitment and Services; in addition, to addressing any relevant constraints or limitations.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
Present innovative concepts for consideration.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

Experience in International Student Recruitment: Personnel should have experience in international student recruitment, preferably in the same region or country where they will be recruiting.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to exceed the qualifications described in the **Qualifications for Proposer in Section 1.8**

1.9.7 Veteran and Hudson Initiative Programs Participation

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

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the University may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

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

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

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

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

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships 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/irj/portal/anonymous?quest_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.

1.9.8 Cost Proposal

The Proposer shall provide the total cost, including but not limited to travel and all project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable) and **shall** be submitted on the **Cost Schedule, Attachment I** furnished herein this RFP.

Costs submitted shall be firm for the duration of the contract. No reimbursement of expenses or travel will be paid directly to Contractor by the University, they must be included in total cost. Costs provided on the **Cost Schedule, Attachment I**, must be inclusive of all mandatory specifications as defined in this RFP.

1.9.9 Certification Statement

The Proposer **must** sign and submit the Certification Statement as set forth in Attachment II.

1.9.10 Attachments

If Proposer is a business entity, Proposer should attach a signed copy of a Corporate Board Resolution, Certificate of Signature Authority, or other documents indicating legal authority to sign contracts on behalf of the company. See APPENDIX B for Sample Board Resolution or Signature Authority. In addition, Proposer may include additional pertinent information to the RFP.

1.10 Number of Copies of Proposals

Each Proposer **must** submit **one (1) signed original** Proposal to the RFP Coordinator at the address specified in Section 1.7 Proposal Submittal of this RFP. **The original proposal MUST be marked 'ORIGINAL' and CONTAIN SIGNATURES** of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization (**See Section 1.9.1**).

The University requests **four (4)** additional copies of the proposal as stated in Section 1.11 and **five (5) copies** of the Proposal digitally imaged and searchable on separate flash drives in a Windows compatible format such as PDF.

If the Proposal contains confidential information as described in Confidential Information, Trade Secrets and Proprietary Information (**Section 1.13**) of this RFP, as a condition of a request for confidentiality the Proposer shall submit **two (2) versions of the Proposal**:

1. An un-redacted version.
2. A redacted version that conforms with and is limited to redaction of only the sections allowed by La. R.S. 44:1 et. seq. Clearly, mark the cover as such - **"REDACTED COPY"** – and follow instructions above and in **Section 1.13** for identifying confidential information. The Proposer should provide a clearly identified printed signed redacted copy of their Proposal as well as an electronic redacted copy on flash drive in a Windows compatible format as PDF.

1.11 Technical and Cost Proposals

The University requests the following:

- One (1) **Original (clearly marked "Original")** and **four (4) numbered copies** of the technical proposal and **five (5) copies of the technical proposal digitally imaged** and searchable on **each of five (5) flash drives in a Windows compatible format** such as PDF. All should be clearly marked technical proposal.
- One (1) **Original (clearly marked "Original")** and **one (1) copy of the cost proposal digitally imaged** and searchable on **one (1) flash drive** in a Windows compatible format such as PDF. All should be clearly marked cost proposal.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

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

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

1.14 Proposal Clarification Prior to Submittal

1.14.3 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.14.4 Proposer Inquiries

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

Attention: Kristi Montet
Office of Purchasing
University of Louisiana at Lafayette
P.O. Box 40197
Lafayette, LA 70504-0197
Email: krisiti.montet@louisiana.edu
Telephone: (337) 482-5201
Fax: (337) 482-5059

Written questions are to include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address. Questions submitted in any other manner or to any other address, email, or telephone number will not be answered.

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

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

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

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

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg.

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

1.14.5 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any University employee or contractor of the University involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to University employees, but also to any contractor of the University. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, RFP Coordinator, as per Section 1.14.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the University and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the University and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring University provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

The University will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The University reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. The University also reserves the right to cancel or reissue the RFP. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the LaPAC website for addenda to the RFP, if any.

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Reject/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this RFP if it is determined to be in the University's best interest.

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

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

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract awarded from this RFP. Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

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

1.23 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The University must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the University to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The University shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in this RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work and shall assume total responsibility for compliance.

Unless provided for in the contract with the University, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the University.

1.25 Written or Oral Discussions/ Presentations

Written or oral clarifications may be requested for the purpose of enhancing the University's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Proposers may be requested to make oral presentations of their proposals to enhance the University's understanding prior to the final selection of the successful Proposer. These Proposers will be notified by the University's Financial Service's Division on or before the date specified in the RFP, **Section 1.6, Schedule of Events**.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Part 3- Evaluation except that the cost score will remain unchanged.

1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP and shall become contractual obligations if a Contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the Proposal. Proposals that are not in compliance will also be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the University, which will determine the proposal most responsive or most advantageous to the University, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The University reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Proposers 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 Proposers.

The written invitation to participate in BAFO will not obligate the University to a commitment to enter into a contract.

1.29 Contract Award and Execution

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

The University shall reserve the right to contract for all or a partial list of services offered in the proposal.

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the **Sample Contract** included in **Appendix A**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty **(30) business days** or if the selected Proposer fails to sign the contract within **seven (7) business** days of delivery, the University may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

Upon review and approval of the evaluation comment's and University's recommendation for award, The University will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The Evaluation Committee will compile the scores and make a recommendation to the

University Director of Purchasing on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The University intends to award to a single Proposer.

The University will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be also be notified as to the outcome of the evaluation process in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), scores of each proposal considered, along with the evaluation summary, and a narrative justifying selection are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the University's Chief Procurement Officer, within fourteen (14) calendar days of the award/intent to award. The "Notice of Intent to Award" letter starts the Protest period.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts procurement under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting and social services.

1.32 Insurance Requirements for Contractors

Contractor shall purchase, at its own cost and expense, 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 Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

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

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

3. Automobile Liability

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

Automobile Liability Insurance requirements may be waived *only if* the Contractor's scope of work clearly does not involve the use of a motor vehicle.

4. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

1. Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
2. Architects and Engineers;
3. Attorneys;
4. Accountants and Professional Financial Advisors;
5. Real Estate Brokers and Appraisers;
6. Insurance Agents; and
7. Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

5. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and

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

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified herein, or (ii) include all subcontractors as insureds under its policies.

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

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured for the full occurrence and aggregate limits of the applicable insurance policies as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

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

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of

cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification required by law or contract.

1.33 Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the University, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The University may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the University's written consent before entering into any settlement or dismissal.

1.34 Liability and Indemnification

1.34.3 Contractor Liability

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

1.34.4 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The University shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.34.5 Indemnification

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

1.34.6 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the University, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the University.

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

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

1.34.7 Limitations of Liability

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

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

1.34.8 Other Remedies

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

1.35 Subcontractor Insurance

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

1.35.3 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the University, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the University, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the University, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.36 Payment

Payments are predicated upon successful completion and written approval by the University of the tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). The University shall pay Contractor in accordance with the Cost Schedule set forth in Attachment I of this RFP and the final negotiated Contract. The Contractor may invoice the University monthly, no later than the 10th of each month, at the billing address designated by the University. Payments will be made by University check or electronic payment within approximately thirty (30) days after receipt of a properly executed invoice and approval by University. Invoices shall include the contract and/or purchase order number, and detailed of the services, using department and services rendered and all monthly written reports. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment terms shall be negotiated with the successful Proposer.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly as per the negotiated payment terms.

1.37 Late Payments

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

1.38 Termination

The University has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the University; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.38.1 Termination of the Contract for Cause

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

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

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.38.2 Termination of the Contract for Convenience

The University may terminate the contract for convenience at any time by (1) giving thirty (30) calendar days written notice to the Contractor of such termination or (2) negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.38.3 Termination for Non-Appropriation of Funds

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

1.39 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

1.40 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the University, Division of Administration, or others so designated by the DOA shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract 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 Contractor for a period of five (5) years from the date of final payment or under as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.41 Civil Rights Compliance

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended ; the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990, as amended.

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

1.42 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the University and shall, upon request, be returned by the Contractor to the University, at the Contractor's expense, at termination or expiration of the contract. The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.43 Entire Agreement/ Order of Precedence

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.44 Contract Modifications

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

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

1.45 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the University. If during the term of this Contract, such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any University or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the University's or Contractor's reasonable control, as the case may be, the University or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.46 Governing Law

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

1.47 Claims or Controversies

Any claims or controversies arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1673.

1.48 Code of Ethics

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

1.49 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

1.50 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

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

1.51 Security

Contractor's personnel shall 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 Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

1.51.1 Cybersecurity Training

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

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to University-issued laptops, VPN credentials to access the State or University network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

1.52 Non-Negotiable Contract Terms

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

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PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Contractor will be accountable for executing and delivering outreach, inquiry management, lead management, and courtship services to international student prospects during their consideration of applying and enrolling into the University of Louisiana at Lafayette (UL Lafayette).

- Outreach will be the process of reaching out to potential students through various channels such as email, social media, and phone calls.
- Inquiry management will involve responding to inquiries from prospective students and providing them with relevant information about UL Lafayette.
- Lead management will include tracking and managing leads generated from various sources such as online forms, events, and referrals.
- Courtship will be building relationships with prospective students by providing personalized support and guidance throughout the enrollment process.

Additionally, the Contractor will provide UL Lafayette with the following services (Definitions of services are in Section 1.5)

- Global Team Management/Establishment of Global Marketing Virtual Space
- Agent management
- Student recruitment
- Student Application Management/Processing
- Support to Students
- Marketing and promotion
- Track the prospective students from recruitment to enrolment

2.2 Tasks and Services

The Contractor will oversee its network of agents located in different regions through its global platform. These agents will directly approach potential students and assist them in selecting academic programs, completing admission applications, enrollment procedures, and providing logistic advice.

The Contractor will:

- Collect and import all (roughly 2 000) inbound leads into a Customer Relationship Management (CRM) system immediately upon receipt;
- Engage in proactive outreach efforts, including outbound emails, calls, and text messages, with the aim of converting inbound leads into successful enrollments;
- Contractor will collaborate with the enrollment team of UL Lafayette to achieve a conversion rate of 40% or higher for the aforementioned applications, resulting in an increased number of enrolled students;
- Comprehensive records of student progress will be maintained to facilitate seamless continuation of their academic journey into subsequent semesters;
- Engage in communication with the University to acquire precise and pertinent information regarding marketing materials;

- Furnish its agents with comprehensive details regarding UL Lafayette's academic offerings, competitive pricing and quality, campus lifestyle, and surrounding community;
- Agents will engage in the identification of potential students;
- Agents will provide guidance and support to prospective students in identifying a program that aligns with their academic and career goals

The contractor will provide support to prospective students throughout the admission process.

2.3 Deliverables

The Contractor shall devise a set of procedures to enlist and register students for every term in both the fall and spring semesters, as well as each summer term. Enrollment efforts will be monitored by the Contractor to ensure that optimal timing and implementation are followed for achieving the best results. The enrollment process will be carried out in a streamlined manner through effective collaboration with the representatives and offices of the University.

Marketing efforts will encompass emerging technologies and social media tactics, along with effective modern advertising strategies that are appropriate for reaching international students. All sales-related outreach endeavors, including but not limited to inbound lead calls, texts, and emails, will be meticulously recorded within the organization's Customer Relationship Management (CRM) system.

The Contractor will engage in the recruitment of an optimal number of new international students in accordance with the contractual agreements. The Contractor will furnish the University with bi-monthly reports containing a roster of potential international students.

The Contractor will furnish semester reports detailing the activities carried out during the period, which shall encompass recruitment, enrollment, student demographics, persistence rates, completion rates, and program performance. Furthermore, the Contractor will provide Annual Reports that encapsulate the plans for the subsequent academic year.

2.4 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT

2.5 Project Requirements

The Contractor will oversee the various stages of each executive search and provide regular updates to the University's department contact, the Project Coordinator, regarding progress made in accordance with the project plan. The assigned Project Coordinator will serve as the primary liaison between the Contractor and the University, assuming responsibility for managing all aspects of this contract during its execution.

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PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
<i>Company Background and Experience (Section 1.9.4) See Section 3.1 for details.</i>	13
<i>Approach and Methodology (Section 1.9.5) See Section 3.2 for details.</i>	35
<i>Staff Qualifications (Section 1.9.6) See Section 3.3 for details.</i>	15
<i>Hudson and/or Veteran Initiative (Section 1.9.7)</i> <ul style="list-style-type: none"> • <i>Up to 10 points available for Hudson-certified Proposers;</i> • <i>Up to 12 points available for Veteran-certified Proposers;</i> • <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.4 for details.</i>	12
<i>Cost (Section 1.9.8 and 3.5)</i>	25
TOTAL SCORE	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.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial (Cost) Proposals, Technical Proposals (Company Background and Experience, Approach and Methodology and Staff Qualifications) and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Company Background and Experience

(Section 1.9.4) – Maximum 13 Points

- Prior experience with International Student Recruitment similar to those requested in this RFP (8 Points)
- Documentation (e.g., reports, websites, summary reports) of examples of previous work (3 Points)

- Demonstrated ability to meet the qualifications described in Qualifications for Proposer (2 Points)

3.2 Approach and Methodology

(Section 1.9.5) – Maximum 35 Points

- Quality of project plan, including: approach and methodology, by which each of the requirements specified in the RFP will be met; tasks and services to be performed; deliverables and timetables; how each task and service will be performed accounting for project phasing, use of tools, and technologies (25 Points)
- Demonstrated understanding of the nature of the project and how the proposal meets the needs of the project, with innovative and effective technical approaches. (10 Points)

3.3 Staff Qualifications

(Section 1.9.6) – Maximum 15 Points

- Qualified key personnel assigned to the project associated with this RFP (7.5 Points)
- Availability of project management staff skills (7.5 Points)

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

(Section 1.9.7) – Maximum 12 Points

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the University is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

3.5 Cost Evaluation

Maximum 25 Points

The Proposer with the lowest total cost that meets or exceeds all required services as identified in Attachment I shall receive 25 points.

Prices (Proposer's fees and other costs, if any) proposed by the Proposers **shall** be submitted on the **Cost Schedule, Attachment I** according to Section 1.11. Prices proposed **shall** be firm for the duration of the contract.

The information provided in **Cost Schedule, Attachment I** will be used in the Cost evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in **Cost Schedule, Attachment I** of this RFP and computed as follows:

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated
25 = Cost Proposal Points

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PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Contractor shall provide outreach activities, inquiry management, and courtship for international student prospects by marketing the University and its programs to increase international student enrollment, in addition to assisting the University with the **Scope of Work/Services in Part 2**, as well as the outlined task and deliverables in the resulting contract. The performance metrics shall align with the current operational demands and requirements of the University. The Contractor will receive the performance metrics during the contract negotiation phase.

The performance metrics will consist of:

- The Contractor will send bi-monthly reports to the University with the list of prospective international students.
- Executive meetings between the Contractor Representatives, and the Office of the Provost to monitor performance and address issues.
- Review meetings will be held between pertinent university personnel and Contractor Representatives to oversee and measure recruitment/ enrollment success.
- Conducting strategic planning for new programs, recommendations, and evaluating current program performance. These presentations will be submitted to the University's Representative and/or relevant deans for review.
- Annual reports will be submitted to the Provost, Vice President of Business Affairs, and relevant deans on results and achievements during the academic year.

4.2 Performance Measurement/Evaluation/Monitoring Plan

- Performance Measures/Evaluation:

To evaluate the performance of the project, the following set of evaluation measures will be employed:

- The number of new international students enrolled at the University after the drop-date sent by the Contractor will be used as a metric.
- The target number is 300 new students per year or the equivalent to increase the number of total international students to 2000 in five years, an increase of 1500 from the current number in Spring of 2023.

- Monitoring Plan:

The University Liaison Committee will establish regular communication with the Contractor to ensure timely updates. A monitoring plan will be jointly developed and implemented by the University and the Contractor, incorporating the following key components:

- Number of leads
- Prospective student wants and needs.

- Student contact with the University/admissions
- Student applications for admission
- Admitted students
- Enrolled Students
- Enrolled Students after drop-date
- Ensure that the Contractor's deliverables and other contractual obligations are provided in accordance with the negotiated terms of the contract through diligent monitoring.
- Oversee the progress of the Contractor's work by conducting meetings, generating written reports and presentations, conducting telephone check-ins, and engaging in email communications as specified in **Part 2: Scope of Work/Services**.
- Conduct a thorough review of all deliverables and submittals, making necessary corrections, and provide approval upon completion.
- The Office of the Provost and Academic Affairs will assess the Contractor's performance and determine whether they should continue to be engaged for future contracts with the Board. Upon completion of the contract, the Office of the Provost and Academic Affairs will prepare a comprehensive performance evaluation report.

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

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

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

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**ATTACHMENT I: COST SCHEDULE
(INCLUSIVE OF TRAVEL AND ALL PROJECT EXPENSES)**

Costs **must** be inclusive of all mandatory specifications, tasks, services, and deliverables listed in Attachment I.

Proposers that do not submit pricing in the mandatory format will be considered as nonresponsive to the RFP and will be rejected. The mandatory format is fixed monthly fee and a per student enrollment fee. Pricing must be firm for the duration of the Contract.

Item	Proposed Cost Item Description	Proposed Unit Cost	Unit of Measure	Proposed Item Cost for 12 Months
1	Fixed Monthly Fee	/month	12 months	
2	Per Student Enrollment Fee	/enrollee	300 Enrollees	
Total Cost Proposal for 12 Months				

Enrollment fee will only be paid on actual number of international students enrolled on Census Date per semester at the Proposed Unit Cost provided above. Number of enrollees listed on Cost Schedule are for the purpose of scoring only and not guaranteed.

Failure to provide a firm price for each item shall be cause for rejection of the proposal as non-responsive.

Official Company Name

Signature of Authorized Representative

Print Name and Title of Authorized Representative

ATTACHMENT II: CERTIFICATION STATEMENT

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

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

Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: () _____

Facsimile Number with area code: () _____

US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

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

Signature of Proposer or
Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Federal Identification

Number:

Address:

City:

State:

Zip:

Original signature is required (Stamped or typed signatures will not be accepted) and should be in Blue ink.

APPENDIX A: SAMPLE CONTRACT

CONSULTING, SERVICES CONTRACT

BE IT KNOWN THAT, this Contract is made by and between the **University of Louisiana at Lafayette** (hereinafter sometimes referred to as “University” or “UL Lafayette”), located at 104 E. University Avenue, Lafayette, LA 70503 and **CONTRACTOR** (hereinafter sometimes referred to “Contractor”), whose legal address is address, city, state zipcode, and do hereby enter into this Contract under the following terms and conditions:

- 1. SCOPE OF SERVICES:** Contractor hereby agrees to description administered through UL Lafayette Department (“University Department”). See Appendix A for the Scope of Services attached hereto.
- 2. PAYMENT TERMS:** In consideration of the services described hereinabove, the University agrees to pay Contractor a maximum fee of **\$Amount**. Payment will be made only upon approval of Invoice Approver, Title or designee. If progress and/or completion of services are provided to the satisfaction of the University Department, payments are scheduled as follows: Upon completion of services and receipt of approved invoice. Total Contract amount shall not exceed \$000.00. An itemized invoice of the services performed should be submitted to the University Department by the first week of the month following the month of completed services. Travel expenses will not be reimbursed to Contractor.

Invoices should reference the assigned Purchase Order/Contract number and be sent to the following address: Attn: Approver, University of Louisiana at Lafayette, Department, Address, Lafayette, LA 70503 or sent via email at email@louisiana.edu.

- 3. TERM OF CONTRACT:** This Contract shall begin on **Month day, 2024** and shall terminate on **Month day, 2027**.
- 4. TERMINATION FOR CAUSE:** Should the University determine that the Contractor has failed to comply with the Contract’s terms, the University may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor’s failure. If the University determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the University determines that the failure may be corrected, the University shall give a deadline for the Contractor to make the correction. If the University determines that the failure is not corrected by the deadline, then the University may give additional time for the Contractor to make the corrections or the University may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate this Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

- 5. TERMINATION FOR CONVENIENCE:** The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for undisputed deliverables in progress, to the extent the University determines that the work is acceptable.
- 6. 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 Louisiana 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 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.

7. **TAXES:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number _____ and the Louisiana Department of Revenue Account Number LDR Account #.

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

8. **REMEDIES FOR DEFAULT:** Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2 – 1672.4.

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

10. **GOVERNING LAW:** This Contract and all claims arising out of or related to this Contract shall exclusively be governed by and interpreted in accordance with the laws of the State of Louisiana (including but not limited to La. R.S. 39:1551-1736), without regard to conflicts of laws principles. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

11. **RECORDKEEPING AND RECORD OWNERSHIP:** All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of the Contract.

To allow for evaluation of the impact selection procedures have on the employment opportunities of persons by identifiable race, sex, and ethnic groups, the Contractor shall maintain any and all records relating to requests for reasonable accommodation; job advertisements and postings; applications and resumes; expressions of interest by individuals defined as Internet Applicants by 41 CFR 60-1.3 to which the Contractor considered the individual for a particular position; records identifying job seekers contacted regarding their interest in a particular position (regardless of their qualification as an Internet Applicant); tests and test results; interview notes; and other records having to do with applicant consideration and selection. These records shall be made immediately accessible to the University upon request by the Office of Human Resources.

12. INTELLECTUAL PROPERTY OWNERSHIP:

- a. The Contractor shall retain title to Subject Inventions and other Project Intellectual Property developed solely by its employees and agents, and the University shall retain title to Subject Inventions and other Project Intellectual Property developed solely by its employees and agents.

Participants shall be joint Owners of Project Intellectual Property that is developed jointly by those Participants. Each Owner shall have an undivided interest in the jointly owned Project Intellectual Property. Each Participant hereby receives a perpetual, worldwide Non-Exclusive, Royalty Free (NERF) license to use and practice jointly owned Project Intellectual Property. Should the Parties wish to obtain patent protections for any jointly developed Project Intellectual property, the Parties shall establish one or more Inter-Institutional Agreements describing the process, rights, and obligations of the Parties to develop joint patent applications in which the joint Owners are co-applicants.

b. Intellectual Property Definitions.

“Subject Inventions” means any discovery or a new device, method, or process developed from study and experimentation that is or may be patentable or otherwise protectable under Title 35 of the United States Code.

“Intellectual Property” means legally protectable technical information, Inventions, developments, discoveries, know-how, methods, techniques, formulae, algorithms, data, processes and other proprietary ideas (whether or not patentable or copyrightable). Intellectual Property also includes patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software.

“Project Intellectual Property” means and includes all Intellectual Property first conceived, discovered, developed, reduced to practice and/or generated in the performance of the Award or Contract.

“Owners” means a party, public or private, holding legal title to Intellectual Property, consistent with Federal laws and regulations.

“Participants” means an individual or entity who is a party to an Award or Contract.

“Inter-Institutional Agreement” refers to the document controlling the disposition and handling of any intellectual property jointly held by multiple Participants.

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

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

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

15. RIGHT TO AUDIT AND RECORD RETENTION: Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.), University of Louisiana System auditors, University auditors, and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of five (5) years from the date of final payment under the this Contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five (5) year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

- 16. AMENDMENTS:** Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of all Parties.
- 17. NON-DISCRIMINATION:** Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990, as amended.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, national origin, citizenship, genetic information, age (forty (40) years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, or military or veteran status in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination for cause of this Contract.

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

- 19. CONFIDENTIALITY:** Contractor shall protect from unauthorized use and disclosure all information relating to the University's operations and data (e.g., financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract ("Confidential information"). Contractor shall use protecting measures that are the same or more effective than those used by the University. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

If Contractor is requested to disclose the University's Confidential Information in connection with a legal or administrative proceeding, Contractor agrees to give University prompt notice of the request. University may, at its own expense, seek a protective order or other remedy and/or waive compliance with the provisions of this Contract. If University seeks a protective order or other remedy, Contractor will cooperate in protecting the confidentiality of the information. In the event that such protective order or other remedy is not obtained, Contractor shall disclose only that portion of the Confidential Information which is legally required to be disclosed.

Confidential information is deemed public information as per the Louisiana Public Records Law, Louisiana R.S. 44.1 et. seq.

- 20. PUBLICITY:** Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the University's Office of Communications and Marketing.
- 21. CONTRACT APPROVAL:** This Contract is not effective until executed by the duly authorized representatives of all Parties and approved in writing by the Office of State Procurement, if required, in accordance with La. R.S. 39:1595.1.

22. LIABILITY AND INDEMNIFICATION

a. Contractor Liability

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

b. Mutual Indemnification

The Parties (each, an "Indemnifying Party") agree to protect, defend, indemnify, save, and hold harmless the other Party (the "Indemnified Party"), its agencies, boards and commissions, officers, representatives, agents, commissioners, servants, employees, contractors, sublessees, and volunteers from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of the Indemnifying Party, its officers, agents, representatives, commissioners, servants, employees, contractors, sublessees, and volunteers, and any and all costs, expenses, and/or attorney's fees incurred by an Indemnified Party, except to the extent such claims, demands, suits, or causes of action are caused by the negligence or intentional misconduct of one or more of the Indemnified Parties. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

c. Intellectual Property Indemnification by Contractor

Contractor shall fully indemnify and hold harmless the University, its officers, directors, agents, and employees, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the University.

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

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

d. Limitations of Liability

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

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

e. Additional Contractor Requirements and Limitation of Liability

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

23. PROTECTION OF STUDENT INFORMATION:

Contractor may (1) create, (2) receive from on or behalf of University, or (3) have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C 1232g; 34 CFR part 99). If such University records or record systems are subject to FERPA, then (A) University designates Contractor as a University official with a legitimate educational interest in such FERPA records and record systems and Contractor is under University's direct control with respect to the use and maintenance of such FERPA records and record systems, and (B) Contractor acknowledges that its improper disclosure of personally identifiable information ("PII") from such FERPA records or record systems will result in immediate termination of the Contract and Contractor's exclusion from eligibility to contract with University for at least five (5) years. Upon termination of the Contract, Contractor shall return all PII to University in a useable electronic form, and erase, destroy, and render unreadable all PII in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Contract or within seven (7) days of the written request of a duly authorized representative of University, whichever occurs first. Contractor expressly agrees that it and its employees, contractors, agents or other persons for which it is responsible:

- a. Will only create, receive, or access any such FERPA Records or record systems solely for the purpose of assisting University in the distribution of the Program(s) in accordance with the terms of this Contract;
- b. Will not disclose, reveal, transmit, exchange, or otherwise pass PII, FERPA records or record systems, or confidential data of any kind to other third parties, entities, or interested parties except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by University in

writing, and specifically Contractor will not disclose any personally identifiable information from such records or records system to any other party without the prior consent of the applicable parent or eligible student in accordance with 34 C.F.R. 99.33;

- c. Will take all necessary measures to safeguard such FERPA Records or record systems according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and
- d. Will continually monitor their operations and take any action necessary to assure that such records and records systems are safeguarded and as confidential in accordance with FERPA and the terms of this Contract.

Contractor further agrees to indemnify and hold University harmless for any loss, cost, damage, or expense suffered by University as a direct result of Contractor's failure to comply with the requirement not to release PII, FERPA records or record systems, or confidential data, except for the sole purpose as stated herein.

24. INSURANCE REQUIREMENTS FOR CONTRACTORS DOING BUSINESS WITH UNIVERSITY OF LOUISIANA AT LAFAYETTE:

Contractor shall purchase, at its own cost and expense, 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 Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

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

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

3. Automobile Liability

If a motor vehicle owned, hired, or rented by the Contractor is used in the performance of the Contract, Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved

for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

Automobile Liability Insurance requirements may be waived *only if* the Contractor's scope of work clearly does not involve the use of a motor vehicle.

4. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

1. Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
2. Architects and Engineers;
3. Attorneys;
4. Accountants and Professional Financial Advisors;
5. Real Estate Brokers and Appraisers;
6. Insurance Agents; and
7. Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

5. Cyber Liability Insurance

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

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified herein, or (ii) include all subcontractors as insureds under its policies.

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

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured for the full occurrence and aggregate limits of the applicable insurance policies as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

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

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification required by law or contract.

25. UNIVERSITY CONTACT: The University shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager for this Contract is identified below. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Project Manager: Name, Title

Telephone: (337) 482-

Email address: @louisiana.edu

26. RELATIONSHIP BETWEEN THE PARTIES: The relationship between the Parties hereto is that of Contractor and University, and this Contract is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purposes whatsoever. Except as may be expressly provided herein, neither Party may be held liable for the acts either of omission or commission of the other Party, and neither Party is authorized to or has power to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

27. UNIVERSITY POLICIES: The Contractor shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University campus is a **NO**

SMOKING campus and both audience members and performers are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any person who is found to be in violation of this policy will be subject to immediate dismissal.

- 28. LATE PAYMENTS:** *Interest due by a University Department for late payments shall be in accordance with Louisiana R.S. 39:1695 at the rates established in La. R.S. 13:4202.*
- 29. CODE OF ETHICS:** The Contractor 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 Contractor in the performance of services called for in this Contract. The Contractor agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.
- 30. FORCE MAJEURE:** Notwithstanding anything to the contrary in this Contract, neither Party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance under this Contract when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a Party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a Party. If any Force Majeure Event occurs affecting a Party's performance under this Contract, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a performance or service failure by either Party, the University, in its sole discretion, may suspend or immediately terminate this Contract. To the extent that services have been rendered and deemed acceptable by University, the service fee and other fees and charges payable by University hereunder shall be paid to Contractor on a pro-rata basis. For those services which Contractor is unable to perform under this Contract as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.
- 31. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:** In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel. The University reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.
- 32. CYBERSECURITY TRAINING:** In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of University information technology systems or networks. Examples would include but not be limited to University-issued laptops, VPN credentials to credentials to access the University network, badging to access the University's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the University. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

- 33. CIVIL RIGHTS:** Both Parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both Parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both Parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.
- 34. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** The University is required to comply with the Office of Federal Contract Compliance Programs and must include an equal opportunity clause in all contracts and solicitations or advertisements for employment placed on behalf of the University. Therefore, Contractor shall abide by the requirements of 41 CFR 60-1.4, 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as a protected veterans or individuals with disabilities, and prohibit discrimination against any employee or applicant for employment based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
- 35. ANTI-KICKBACK CLAUSE:** The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
- 36. CLEAN AIR ACT:** The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
- 37. ENERGY POLICY AND CONSERVATION ACT:** The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 38. CLEAN WATER ACT:** The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- 39. ANTI-LOBBYING AND DEBARMENT ACT:** The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.
- 40. WAIVER:** No failure by either Party hereto at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Contract shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 41. 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.
- 42. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Contract may be executed in one or more

counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

43. ENTIRE CONTRACT AND ORDER OF PRECEDENCE: This Contract, (together with the Attachments and any exhibits specifically incorporated herein by reference) constitutes the entire Contract between the Parties with respect to the subject matter.

This Contract shall, to the extent possible, be constructed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given the provisions of the language of the Contract, excluding the attachments; second priority shall be given the Attachments in the order of their reference number.

[SIGNATURE BLOCK]

APPENDIX B: SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _____

COUNTY/PARISH OF _____

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

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

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

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

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

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

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

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

HELD ON THE _____ DAY OF _____, 20____.

Secretary