

REQUEST FOR PROPOSAL		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			08/11/2011	11:00 AM CT
SOLICITATION 000010443 VENDOR # VENDOR NAME AND ADDRESS 			RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Celena D. Tilbury BUYER PHONE (225)578-2176 ISSUE DATE 07/12/2011	
TITLE: ENTERPRISE INFORMATION SYSTEMS PROJECT PLANNING SUPPORT				
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**LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**

REQUEST FOR PROPOSALS

FOR

ENTERPRISE INFORMATION SYSTEMS PROJECT

PLANNING SUPPORT

SOLICITATION No. 10443

PROPOSAL DUE DATE/TIME:

THURSDAY, AUGUST 11, 2011 at 11:00 A.M., CST

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ATTACHMENT I: SCOPE OF SERVICES

ATTACHMENT II: PROPOSAL COST SHEET

ATTACHMENT III: CERTIFICATION STATEMENT

ATTACHMENT IV: SAMPLE IT CONSULTING CONTRACT

ATTACHMENT V: SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

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.

***I* GENERAL INFORMATION**

1.1 Purpose

This Request for Proposal (hereinafter referred to as the “RFP”) is issued by the Louisiana State University and Agricultural & Mechanical College (herein referred to as the “University” or “LSU”) on behalf of the Committee of the Enterprise Task Force (herein referred to as “ETF”) for soliciting Proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified Proposers who are an experienced technology consultant and interested in providing assistance in establishing the structure of activities related to the replacement of LSU’s core enterprise information systems (Financial, HR, and Student/Enrollment), projected implementation to be no later than Fiscal Year 2014-15 (July 1, 2014 through June 30, 2015).

The University is seeking to replace its mission-critical enterprise administrative information systems with an environment that achieves sustainable operational effectiveness and efficiencies in business processes. The ETF was assigned with the task of producing a report with an analysis and recommendation regarding the implementation of an Enterprise Resource Planning (ERP) system by November 1, 2011.

The Proposer who is awarded the contract (“Contractor”) resulting from this RFP SHALL NOT be eligible to respond to any Invitations To Bid (ITB) or Request For Proposal (RFP) which will be issued by the University that substantially address the recommendations put forth in the deliverables of said contract. Contractor shall also be prohibited from participating as a sub-contractor to any contract resulting from these aforementioned potential ITB or RFP.

1.2 Background

In 1983, under the direction of Chancellor James Wharton, Louisiana State University (LSU) undertook efforts to build a core set of administrative information systems. Almost thirty years later, these systems continue to support critical business functions including, but not limited to, payroll, personnel, budget, and student records. These legacy systems have become the workhorses of the University’s day-to-day business operations and now encapsulate institutional knowledge that spans generations.

The University administrative systems were defined by senior functional personnel and developed by an in-house IT staff skilled in 1980’s and 1990’s technologies. Many of the personnel who contributed to these systems have now retired or are approaching retirement, and it is also becoming increasingly difficult to find programming talent familiar with technologies of the last century. As a result, the University appears to be approaching a critical or “cliff” point – a point beyond which it will be impossible to maintain / modify core administrative systems.

In addition, many ancillary systems that are needed at LSU (and available commercially) must interface with the existing environment. Implementing these interfaces is difficult because mainframe technologies are not flexible and are not positioned to work easily with today’s standards. Therefore, old technology, in addition to a lack of technical expertise, impedes the ability of the University to quickly and effectively respond to new strategic directions and requirements.

Enterprise Resource Planning (ERP) systems, integrated packages of software applications, all of which share data and facilitate online management of business processes - have now been widely adopted by institutions of higher education across the country. Prospective administrators are increasingly familiar with the functions of these systems and arrive on campus with the expectation that these “best practice” solutions are in place and available. The University is also quickly approaching a point beyond which the current systems approach will no longer be considered acceptable practice.

In summary, the University is seeking to replace its mission-critical enterprise administrative information systems with an environment that achieves sustainable operational effectiveness and efficiencies in business processes. As a result, a committee was recently formed at the institution, the Enterprise Task Force (ETF), and assigned with the task of producing a report with an analysis and recommendation regarding the implementation of an ERP system by November 1, 2011. More specifically, the report will include a number of deliverables, including a needs assessment, a high-level gap analysis, and a timetable for the migration.

LSU is seeking assistance with several activities that will be conducted under the umbrella of the Enterprise Task Force and that are required in order to plan for the critical modernization of its information systems.

1.3 Scope of Services

See Attachment I for details of the Scope of Services and deliverables that the University requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP will be tentatively scheduled to begin on or about August 1, 2011, through November 1, 2011. The University has the right to extend the contract for up to three years upon approval.

2.2 Proposal Inquiries

Written questions regarding RFP inquiries, requirements or Scope of Services **must** be submitted to the **RFP Coordinator** as listed below.

Celena D. Tilbury
Assistant Director of Purchasing
Louisiana State University
213 Thomas Boyd Hall
Baton Rouge, Louisiana 70803
Telephone: (225) 578-2035
Fax: (225) 578-2292
Email: ctilbury@lsu.edu

Written inquiries or requests should include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address.

The University will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by *11:00 A.M. CST* on the date specified in Section 2.4 Schedule of Events. The University reserves the right to modify the RFP should a change be identified that is in the best interest of the University.

Official responses to all questions submitted by potential Proposers will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> by the deadline shown in section 2.4 Schedule of Events.

Only the RFP Coordinator has the authority to officially respond to Proposers' questions on behalf of the University. Any communications from any other individuals are not binding to the University.

2.3 Definitions

As used in this Request for Proposals, the following definitions shall be applicable:

- A. Shall and Will -The terms “shall” and “will” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should - The term “should” denotes desirable.
- E. Contractor - Any person having a contract with the University.
- F. State - The State of Louisiana.
- G. University - Louisiana State University and Agricultural & Mechanical College (LSU).
- H. 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.
- I. Proposal - Document(s) submitted by the responsible Proposer pursuant to the Request for Proposals (RFP).

2.4 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	Tuesday, July 12, 2011
Deadline for Receiving Written Inquiries	Tuesday, July 26, 2011 11:00 AM CST
Issue Responses to Written Inquiries	Friday, July 29, 2011
PROPOSAL OPENING DATE (DEADLINE FOR RECEIVING PROPOSALS) (And any Proposal addendum)	THURSDAY, AUGUST 11, 2011 ** 11:00 AM CST
Announce award of Contractor selection	TBA
Contract Start Date	TBD
Contract Period	Prefer up to 4 months, shall not exceed 1 year

NOTE: The University reserves the right to change this schedule of RFP events as it deems necessary.

3 PROPOSAL INFORMATION

3.1 *Minimum Qualifications of Proposer*

Proposers **MUST** meet the following minimum qualifications:

- Provide Proposer's qualifications of organization to successfully complete the Scope of Services outlined in Attachment I of this RFP.
- Provide a list and brief description of significant consulting projects similar to the one outlined in Attachment I of this RFP that the Proposer has completed during the past three (3) years. Designate a minimum of three (3) of these completed projects, conducted for universities comparable in size to LSU, as reference projects. For each reference project, provide the institution name, contact person, address, telephone number, email address, description of work performed, and the total value of the contract.

Note: By providing this information, the Proposer certifies that they are empowered to use the names of references provided and agrees that the University may contact these references.

- Provide a list of project team members and provide resumes and/or background information and experience of each team member.
- Describe proposed Approach and Methodology of the services listed in Attachment I of this RFP.

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

3.2 *Determination of Responsibility*

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. 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.

3.2.1 *Right to Prohibit Award*

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a Proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 *RFP Addenda*

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. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

3.4 *Waiver of Administrative Informalities*

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

3.5 *Proposal Rejection/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 cancel this announcement if it is determined to be in the University's best interest.

3.6 *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.

3.7 *Subcontracting Information*

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 the RFP and Proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. However, they should acknowledge in their Proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should 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 is also required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

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.

3.8 *Ownership of Proposal*

All materials submitted in response to this request shall become the property of the University. Selection or rejection of a Proposal does not affect this right.

3.9 *Proprietary Information*

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Proposal identified as such **must** be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 *Cost of Preparing Proposals*

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

3.11 *Errors and Omissions in Proposal*

The University will not be liable for any errors in Proposals. The University reserves the right to make corrections or amendments due to 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 Proposers.

3.12 Non-negotiable Contract Terms

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

3.13 Proposal Validity

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

3.14 Prime Contractor Responsibilities

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

3.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being selected for award; however, the University reserves the right to enter into a Contract without further discussion of the Proposal submitted based on the initial offers received.

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

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

3.16 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the Proposal.

3.17 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting the Proposer with whom the University may contract.

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

Written recommendation for award shall be made to the Director of the Office of Contractual Review for the Proposer whose Proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all Proposals if none is considered in the best interest of the University.

3.18 Contract Negotiations

If for any reason the Proposer whose Proposal is most responsive to the University's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that Proposal shall be rejected and the University may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

3.19 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 reserves the right to contract for all or a partial list of services offered in the Proposal.

The RFP and 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 Attachment IV. 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 ten (10) working days or if the selected Proposer fails to sign the final contract within seven (7) calendar days of delivery, the University may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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

The University intends to award to a single Proposer.

3.20 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, the University will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the University, the University may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LSU will also notify all unsuccessful Proposers as to the outcome of the evaluation process. Non-confidential documents will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued, if requested.

Any Contractor aggrieved by the proposed award has the right to submit a protest in writing, in accordance with LAC Title 34, Part V, Subchapter B, Section 145, to the RFP Coordinator within fourteen (14) days of the intent to award and state fully the reason(s) for the protest.

3.21 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the RFP Coordinator at (225) 578-2176 or email to ctilbury@lsu.edu. Debriefings can be conducted in-person or via phone by appointment. The number of debriefings will depend on the number of the requesting Proposers.

3.22 Ethical Issues

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

3.23 Indemnification and Limitation of Liability

Contractor shall hold harmless and agrees to indemnify and defend University and its insurers, re-insurers, indemnitors, officers, directors, administrators, employees, agents, attorneys, representatives, successors and assigns from any and all suits, claims, demands, damages, causes of action and rights of action whatsoever

seeking any damages, benefits or compensation for personal injuries, physical and mental pain and suffering, loss of consortium and/or society, disability, exemplary damages, punitive damages, property damage, disfigurement, loss of wages and income, loss of earning capacity, loss of enjoyment of life, reasonable attorney's fees, court costs, expert fees, medical or healthcare expenses or other damages of whatever nature, kind or character to the extent proximately or legally caused by any negligent acts, negligent omissions, fault, acts or omissions where the harm is intended or substantially certain, discrimination, or retaliation by Contractor, its officers, directors, employees, agents, shareholders, representatives or invitees arising out of or in any way related to training performed pursuant to this Contract.

To the extent that the Contractor is at fault and is the proximate or legal cause of a claim, demand, or action for damages, the Contractor waives any and all rights of contribution and subrogation it may have against the University, its insurers, indemnitors, employees, officers, directors, administrators, agents, attorneys, and representatives with respect to that claim, demand, or action.

Contractor agrees to maintain the following insurance during the performance of services:

Worker's compensation: Statutory limits
General liability: \$1 million
Automobile liability: \$1 million

Contractor shall include the Board of Supervisors of Louisiana State University Agricultural and Mechanical College as an additional insured on insurance required by this Contract. Policies of insurance required by this Contract shall not exclude, reduce or otherwise impair coverage for incidents or occurrences outside of the United States.

Contractor assumes all duties to warn and agrees to warn its employees, agents, Contractors, representatives and invitees of any and all hazards and risk associated with travel and performing services and work in the specific locations outside of the United States of America where work or services are to be performed pursuant to this Contract, and Contractor assumes all responsibility relative to same. Contractor agrees to indemnify and defend University and its employees, officers, directors, agents, representatives, attorneys, and administrators against any suits, claims, actions or demands to the extent based on an actual failure to warn of any hazard or risks.

Contractor shall not Contract, hire or permit any persons or entities who are not employees of Contractor to perform any work or services on behalf of Contractor relative to this Contract without the consent of University, which shall not be unreasonably withheld or delayed.

Contractor and all persons performing work on its behalf shall identify and comply with any and all applicable regulations, laws or ordinances from whatever source relative to the use, transportation, handling or storage of any explosives, flammables, chemical agents, biological agents, firearms, weapons, destructive devices, and hazardous or toxic substances.

In connection with Contractor's obligations hereunder, University agrees to (1) provide Contractor with reasonable written notice of all claims covered by indemnification, and (2) cooperate with Contractor in the defense of such claims. University's failure to fulfill the foregoing obligations shall not relieve Contractor of its defense and indemnity obligations hereunder except to the extent Contractor is actually prejudiced by such failure.

In the defense and/or settlement of all claims covered by this indemnification provision, Contractor shall direct the defense utilizing legal counsel acceptable to University (such consent by University not to be unreasonably withheld or delayed). Contractor shall not enter into any Settlement without University's consent. In the event that University withholds its consent to any settlement offered by Contractor that is acceptable to the plaintiff in the matter, thus requiring Contractor to continue in the defense of the claim, Contractor's obligations hereunder shall be limited to the amount of the Settlement rejected by University plus defense costs through the date that the settlement was rejected, regardless of the amount of any subsequent settlement or judgment resulting thereafter.

3.24 *Payment for Services*

The University shall pay Contractor monthly for services rendered. The Contractor may invoice the University monthly at the billing address designated by the University. Payments will be made by University check within approximately thirty (30) days after receipt of a properly executed invoice, and approval by LSU. Invoices shall include the LSU Contract number and a detail of the service. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University checks will be mailed to the address registered in the LSU Vendor database (refer to LSU Vendor Enrollment website at <http://www.fas.lsu.edu/purchasing/vendorinfo.htm#apply>).

3.25 *Termination*

A. TERMINATION FOR CAUSE – University may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to this 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 (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

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

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

B. TERMINATION FOR CONVENIENCE – The University may terminate this Contract at any time by giving thirty (30) days written notice to Contractor of such termination or 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.

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

3.26 *No Guarantee of Quantities*

The quantities referenced in the RFP are for evaluation and Proposal purposes only and may not be the quantity needed in the future. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount, at the unit price stated in the Proposal.

LSU does not obligate itself to contract for or accept more than their actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds.

3.27 *Audit of Records*

The State legislative auditor, federal auditors and internal auditors of the Division of Administration or Louisiana State University shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

3.28 *Record Retention*

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

3.29 *Record Ownership*

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

3.30 *Content of Contract/ Order of Precedence*

The RFP and Proposal of the selected Proposer will become part of any contract initiated by the University. In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

3.31 *Contract Changes*

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

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

3.32 *Substitution of Personnel*

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's Proposal.

3.33 *Governing Law*

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481-1526; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

3.34 *Code of Ethics*

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4 PROPOSAL RESPONSE INSTRUCTIONS

4.1 *Proposal Submittal*

This RFP is available in electronic form on the State of Louisiana, Office of State Purchasing (OSP) at the LaPAC website <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator contact (See Section 2.2 of this RFP). To access the RFP on LaPAC, search by Solicitation Number 50001-10443.

* Note: LaPAC is the state's online electronic bid posting and notification system resident on OSP's website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that, LaPAC provides an immediate e-mail notification to subscribing Proposers/bidders 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.

The Proposal should clearly mark outside of the envelope, box or package with the Proposal Name: **Enterprise Information Systems Project Planning Support** and the University Solicitation No.10443 and **MUST** be submitted **prior to 11:00 AM CST on Thursday, August 11, 2011** by hand delivery or mail addressed to the **RFP Coordinator**:

Ms. Celena D. Tilbury
Louisiana State University and A&M College
Office of Purchasing
213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001
Telephone: (225) 578-2035

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

The University requests that **fourteen (14)** copies of the Proposal be submitted to the RFP Coordinator at the address specified. At least **1 copy** of the **Proposal MUST be marked Original** and contain **original signatures** of those company officials or agents duly authorized to sign Proposals or contracts on behalf of the organization. Also, one (1) copy of the Proposal should be digitally imaged on a CD.

The Proposal **MUST** be signed by those company officials or agents duly authorized to sign Proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted (Signatures **must** be original and handwritten and should be in blue ink) if Proposer is a corporation. **See Attachment V for Sample Board Resolution or Signature Authority Certification.**

It is solely the responsibility of each Proposer to assure that their Proposal is delivered to our physical location and prior to the deadline for submission. The Office of Purchasing is not responsible for any delays caused by the Proposer's chosen means of Proposal delivery. Failure to meet the Proposal opening date and time shall result in rejection of the Proposal and shall be considered as non-responsive.

All formal Proposals shall be binding for a minimum period of ninety (90) consecutive calendar days.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD, HOWEVER, COST INFORMATION SHALL NOT BE READ ALOUD.

4.2 *Proposal Response Format*

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

- A. **Cover Letter:** The cover letter should be addressed to the RFP Coordinator and submitted on the Proposer's official business letterhead containing 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.

By signing the letter and/or the Proposal, the Proposer certifies compliance with the signature authority required in accordance with LAC 34: V. 121. The person signing the Proposal **must** be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a Proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

1. Identify the submitting Proposer;
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** The Table of Contents should be organized in the order cited in the format contained herein.

- C. **Proposers Organization:** The Proposer should provide information to evaluate the relevant experience, resources, and qualifications of the Proposer. Proposer should include:

1. A brief description of Proposer's company background including a brief history, corporate structure and organization, number of years in business, financial strength and stability, with related services to government entities existing customer satisfaction, volume of clients, number of employees, and areas of expertise.
2. Disclosure of information pertinent to the Proposer's firm being currently for sale or involved in any transaction to expand or to become acquired by another business entity.
3. Disclosure regarding any circumstances impacting the firm that could affect its ability to perform under any award made through this RFP process.
4. Details of all past or pending litigation or government agency action filed or claims against the Proposer's firm that could affect its performance under a contract with the University.
5. Evidence of financial stability and evidence of financial ability to meet operational requirements. Include a bank reference for the organization. Include audited financial reports for the past three (3) years. Please do not bind these documents with the main portion of the Proposal. Proposer **must** include these documents in the prepared Proposal package.

- D. **Qualifications and Experience:** Proposer 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/governmental entities of comparable size and diversity.

Proposer should include qualification of Proposer's organization that especially qualifies the Proposer or enables the organization to render distinctive service, such as:

- a. A list of professional organizations in which Proposer has membership (National, State, and Local).
 - b. A list of any professional awards that have been made to Proposer's firm or to members of the firm who will participate in the proposed project.
- E. **List of Projects:** Proposer should provide a list and brief description of significant consulting projects similar to that outlined in Attachment I of this RFP that the Proposer has completed during the past three (3) years. Designate a minimum of three (3) of these completed projects, conducted for universities comparable in size to LSU, as reference projects. For each reference project, provide the institution name, contact person, address, telephone number, email address, description of work performed, and the total value of the contract.
- F. **List of Designated Project Team Members:** Proposer should provide a list of designated project team members, providing resumes and/or background information and experience of each team member, including but not limited to:
- a. Identify if the team member will be an on-site or off-site participant and to what capacity.
 - b. Demonstration of competency in providing consultation services related to the RFP's scope of work (public and/or private business ventures).
 - c. Education
 - d. Experience – include specific projects similar in size and scope to one described in this RFP.
 - e. Other qualifications and abilities to perform the services being requested
- G. **Proposed Approach and Methodology:** Proposer must provide a detailed explanation of Proposer's approach and methodology of the Scope of Services outlined in Attachment I of this RFP.
1. Proposer should describe Proposer's understanding of the nature of the project and how its Proposal will best meet the needs of the University.
 2. Proposer should define its functional approach in providing the services.
 3. Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
 4. Proposer should explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.). Task and services are listed in Attachment I of this RFP.
 5. Proposer should describe its approach to Project Management and Quality Assurance.
 6. Proposer should provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
 7. Proposer should describe the deliverables to be included in the final report and provide a sample outline of the final report.
- H. **Innovative Concepts:** Proposer should present innovative concepts, if any, not discussed above for consideration.
- I. **Project Schedule:** Proposer shall provide a project schedule that includes the detailed full LSU implementation plan. This schedule is to include implementation actions, major milestones, timelines, project phases and their duration, responsible parties, etc. Show schedule graphically with accompanying text.

- J. **Attachments:** Proposer should attach Corporate Board Resolution, Certificate of Signature Authority, or other documents indicating legal authority to sign on behalf of the company. See Attachment V of a Sample Board Resolution or Signature Authority form.
- K. **Cost:** Proposer **MUST** provide a firm fixed cost (inclusive of travel and all project expenses) to perform the tasks and services in this RFP. Proposer must include all costs associated with the task and services in the unit cost for that service as this is a **firm fixed cost**. The Proposer shall use Attachment II as an example for submitting Proposer's Cost.

4.3 *Certification Statement*

The Proposer **MUST** provide a completed Certification Statement as shown in **Attachment III**. The signature of Proposer's Authorized Representative **must contain an ORIGINAL signature** and should be in blue ink.

5 EVALUATION AND SELECTION

5.1 *Evaluation Team*

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 advantageous to the University, taking into consideration price and the other evaluation factors set forth in the RFP.

5.2 *Administrative and Mandatory Screening*

All Proposals will be reviewed by the Evaluation Team to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

5.3 *Clarification of Proposals*

The University reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.4 *Evaluation and Review*

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 following criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
Approach and Methodology	35
Qualifications and Experience	25
References of Projects	15
Cost	25
TOTAL SCORE	100

A. **Approach and Methodology:** (Value of 35 points)

Proposer is able to provide all of the tasks and services listed in Attachment I. The quality of the proposed approach and methodology is based upon the discretion of the Evaluation Team and will contemplate innovative offerings and solutions that best meet the project requirements. Particular attention will be paid to (1) the detailed explanation of the approach and the specific steps that will be taken to meet the Scope of Services detailed in Attachment I, (2) proposed deliverables to be included in the final report, and (3) the detailed project plan and schedule.

B. **Qualifications and Experience:** (Value of 25 points)

Proposer is able to demonstrate their experience, stability, supporting resources, and management qualify them to successfully complete the tasks and services listed in Attachment I. The adequacy of the Proposer's qualifications and experience is based up on the discretion of the Evaluation Team. Particular attention will be paid to (1) demonstration of the successful completion of services for at least three (3) universities that are comparable in size with LSU and for whom similar or larger scopes of services have been or are being provided in the past three years, (2) professional awards received in recognition of the type of work listed in Attachment I, (3) inclusion of individual resumes for personnel assigned to the project that demonstrate that these individuals have experience as above (this type of work, in higher education), and that these assigned individuals will not change during the course of the project, and (4) that the Proposer's experience indicates a vendor-neutral approach and methodology, while at the same time reflecting experience with all leading vendors and/or information system replacement solutions.

C. **References of Projects:** (Value of 15 points)

Proposer's record of performance in providing consulting services similar to requirements stated in the RFP as evidenced by a minimum of three (3) references of completed projects with institutions of similar size to LSU. The Evaluation Team will contact these references as third-party verification of the Proposer's ability to complete this project.

D. **Cost:** (Value of 25 points)

The Proposer with the lowest total firm fixed cost of task and services shall receive 25 points. Other Proposers will receive points for total cost based upon the following formula:

$$\text{Cost Score for Proposer} = \frac{\text{Lowest Proposed Total Cost} \times 25}{\text{Proposer's Proposed Total Cost}}$$

The Evaluation Team will compile the scores and make a recommendation to the RFP Coordinator on the basis of the responsive and responsible Proposer with the highest score.

5.5 *Announcement of Contractor*

The University RFP Coordinator will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The Proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Contractor aggrieved by the proposed award has the right to submit a protest in writing to the RFP Coordinator issuing the Proposal within 14 days after the award has been announced by the University.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6 SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1 *Contract Terms and Conditions*

The Proposer shall be required to enter into a Contract with the University that is **basically the same** as Attachment IV. Any changes to those terms shall be negotiated if state law allows such negotiation.

6.2 *Corporation Requirements*

Upon the award of the contract, corporations must commit to obtaining applicable certifications through the Louisiana Secretary of State's Office upon being awarded a contract under this RFP.

CERTIFICATE OF AUTHORITY

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. (Form can be found on website:
<http://www.sos.louisiana.gov/Portals/0/326ApplicationofForeignCorporationforCertificateofAuthority.pdf>).

DISCLOSURE OF OWNERSHIP

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. (Form can be found on website:
<http://www.sos.louisiana.gov/Portals/0/320DisclosureofOwnershipCorporation.pdf>).

6.3 *Billing and Payment*

Billing and payment terms shall be negotiated with the successful Proposer.

6.4 *Confidentiality*

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

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

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

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

By this Request for Proposals (RFP), Louisiana State University (LSU) is seeking to hire a technology consulting firm to assist in establishing the structure of activities related to the replacement of LSU's core enterprise information systems (Financial, HR, and Student/Enrollment), projected implementation to be no later than Fiscal Year 2014-15 (July 1, 2014 through June 30, 2015).

The University is seeking to replace its mission-critical enterprise administrative information systems with an environment that achieves sustainable operational effectiveness and efficiencies in business processes. The ETF was assigned with the task of producing a report with an analysis and recommendation regarding the implementation of an Enterprise Resource Planning (ERP) system by November 1, 2011.

The Proposer who is awarded the contract ("Contractor") resulting from this RFP SHALL NOT be eligible to respond to any Invitations To Bid (ITB) or Request For Proposal (RFP) which will be issued by the University that substantially address the recommendations put forth in the deliverables of said contract. Contractor shall also be prohibited from participating as a sub-contractor to any contract resulting from these aforementioned potential ITB or RFP.

The Proposer must employ a vendor-neutral approach and methodology, while at the same time reflecting experience with all leading vendors and/or information system replacement solutions.

2 Goals

The goal is to develop options for replacing the core infrastructure.

3 Tasks and Services

The following tasks and services shall be performed by the Contractor, and must include all of the services outlined herein:

A. Transformation Framework

1. Assist LSU in developing the vision and principles that will guide information systems replacement.
2. Identify high-level requirements (e.g., implementation by FY 2014-15) that constrain possible solutions.

B. Technology Preview

Coordinate a Technology Preview Conference to have up to three (3) ERP Vendors come to LSU to:

- demonstrate the types of functionality available through a new/modern ERP system; and
- help stakeholders contrast the capabilities of the legacy systems with leading packages.

C. Readiness Assessment

Assess the crises, potential crises, or major opportunities contributing to the urgency to modernize and replace the legacy enterprise information systems.

Assess the readiness of LSU to undertake a major systems replacement effort with particular attention to:

- identification of major stakeholders and how they will participate in the process; and
- recommendations for addressing operational and cultural barriers.

D. Business Process Review and Gap Analysis

Assess current system functionality against new requirements and compare best practices in higher education enterprise information systems.

Pay particular attention to:

- the business process changes required at LSU to implement a ‘vanilla’ solution; and
- the value that exists in ‘gap areas,’ and whether the gaps can be tolerated to achieve an as-close-to-vanilla solution as possible.

Provide detailed requirements for needed and desired functionality that:

- considers what is in place now and what is needed in the future; and
- prioritization of new requirements.

E. Strategy Recommendation

Assess build, borrow, and buy strategies for replacing enterprise information systems and recommend the best strategy for LSU. Consider:

- single vendor/source implementations and multi-vendor/source implementations;
- alternate and related strategies such as Application as a Service and Data Warehousing; and
- challenges each solution may present in interfacing with ancillary systems which may not be included in the replacement system, examples of which may be Parking and Traffic, Student Health, and Residential Life.

If the recommendation is to “build,” recommend whether LSU should do so in-house, out-source development to a software development company or use a Community Source option such as the Kuali Foundation and include a:

- detailed staffing recommendation which shall include the skill sets needed to continue to support in-house development for all participating offices and units and the magnitude of effort to bring current services to best practices and to sustain continued development and maintenance at that level;
- detailed staffing and resource estimates for out-sourcing development and continual support for this type of solution as well as a recommendation for software development companies that can provide this service;
- comparison of Community Source options listing our desired functionality and how each option meets those requirements. Detailed staffing and resource estimates needed to support a community effort development model; and
- detailed staffing and resource estimates for a blend of in-house, out-sourcing and Community Source development.

F. Hosting Recommendation

Assess self-hosted and cloud-hosted approaches to systems implementation and recommend the best approach for the key enterprise systems at LSU.

G. Time and Costs Assessment

Assess acquisition and implementation schedules and recommend the best implementation timing for LSU. Consider parallel vs. sequential systems implementations.

Provide an accurate and detailed estimate of approximate one-time and on-going costs of potential proposed solutions.

4 Deliverables

A. Intermediate Deliverables

Contractor will produce formal project documents related to each of the major Tasks and Services items listed above in the Scope of Services with the exception of the Technology Preview. These documents are to include a 1-2 page executive summary, 1-2 presentation slides to accompany the executive summary, a slide presentation suitable for a 15 minute presentation on the item, and a bound detailed report.

B. Final Report

Contractor will prepare and submit a preliminary plan or general direction of final report based on findings. The University will submit feedback on the preliminary report. After the Contractor receives the feedback they will have two weeks to refine the final report according to the feedback.

Contractor will prepare and submit a final detailed study report and executive summary for LSU that summarizes the findings and recommendations of the completed assessments.

The report will be submitted to the University in written form, and presented to University executives in a LSU venue, at an agreed upon date, time, and forum. This report will include deliverables from each phase and all documentation and materials that were used as support.

The report will be submitted in both hard-copy and electronic form as required by LSU, and the Contractor will present the final report on-site.

5 Functional Requirements

The University prefers that the project be completed within four months. However, the University will consider an alternative schedule if it is demonstrated that it is in the best interest of the University to take the additional time and contingent on the ability of the awarded Contractor to provide a defined, thorough assessment in the designated time span.

The Contractor will meet in-person on a monthly basis with a core team of individuals from LSU to provide updates on progress and address open items.

6 Technical Requirements

Concurrently with this project, LSU is working to replace a number of ancillary systems (e.g., e-Procurement solutions, residential life, recruiting.). The Contractor shall consider these auxiliary systems in making assessments and recommendations.

7 Project Requirements

A. Project Structure

LSU shall appoint a Project Director for this Project who will provide oversight of the activities. Notwithstanding the Contractor's responsibility for total management during the performance of this Project, the assigned Project Director shall be the principal point of contact on behalf of LSU and will be the principal point of contact for LSU concerning Contractor's performance.

The Contractor will facilitate weekly status meetings with the LSU Project Director. The purpose of the meetings will be to review the project's actual status against plan, project issues, and change control requests.

LSU will provide access to the following resources on an as needed basis:

- stakeholders and other personnel familiar with the information systems environment;
- all relevant policies, standards, and process documentation; and
- reasonable and normal office space, local telephone service, and limited usage of copiers.

B. Material Ownership and License

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to LSU as part of a Service. The term “Materials” does not include commercially available Products, Machine Code, or Licensed Internal Code.

LSU has all right, title, and interest (including ownership of copyright) of all delivered Materials.

8 *Objectives*

The objectives are: (1) To better capture the functions that exist with our current system
(2) Better understand the time and cost to replace the core systems
(3) To obtain a clear strategy including options on the best solution for the University

9 *Performance*

The performance of the Contractor will be measured by quality, timeliness and accuracy of the assessments, reports and recommendations delivered.

10 *Monitoring Plan*

The University will monitor the progress of the Contractor performance via the weekly meetings with the LSU Project Director and by reviewing the project milestones for completeness, timeliness and accuracy.

ATTACHMENT II: PROPOSER'S COST WORKSHEET (INCLUSIVE OF TRAVEL AND ALL PROJECT EXPENSES)

TASK AND SERVICES	FIRM FIXED COST
Transformation Framework	\$
Technology Preview	\$
Readiness Assessment	\$
Business Process Review / Gap Analysis	\$
Strategy Recommendation	\$
Hosting Recommendation	\$
Time and Costs Assessment	\$
TOTAL FIRM FIXED COST OF TASK AND SERVICES	\$

All firm fixed cost prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.

Official Company Name

Signature of Authorized Representative

Print Name and Title of Authorized Representative

Date

ATTACHMENT III: CERTIFICATION STATEMENT

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

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

Date _____ Official Company Name: _____

A. Contact Name: _____

B. Contact Email Address: _____

C. Telephone Number with area code: () _____

D. Facsimile Number with area code: () _____

E. Federal Identification Number: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 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) calendar** days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Official Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Print Name of Authorized Representative: _____

SIGNATURE of Proposer's Authorized Representative: _____

(Signature **MUST** be **HAND SIGNED** and should be in blue ink)

DATE: _____

ATTACHMENT IV: SAMPLE CONSULTING CONTRACT
State of Louisiana
Consulting and Support Services Contract

CONSULTING AND SUPPORT SERVICES CONTRACT

On this ____ day of _____, 20__, the State of Louisiana, Louisiana State and A&M College, hereinafter sometimes referred to as the "University" or "LSU", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions of the Consulting and Support Services Agreement.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to the University as specified in Attachment I.

1.1 CONCISE OF DESCRIPTION OF SERVICES

The purpose of this project is to provide recommendation the structure of activities related to the ultimate replacement of LSU's core enterprise information systems (Financial, HR, and Student/Enrollment)) and the structuring of the broader environment of information systems that surround that core. The committee of the Enterprise Task Force (ETF) is assigned to submit a report with an analysis and recommendation regarding the future implementation of an Enterprise Resource Planning (ERP) system by November 1, 2011.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. University has the right to extend this contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of this contract, including extensions hereto, be for a period of more than three (3) years.

2.2 TAXES

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

2.3 UNIVERSITY PROJECT CONTACT

The University shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager 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.

Department Project Manager:
Telephone: (225) 578-
Email address:

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, University hereby agrees to pay to Contractor a maximum fee of \$ _____. Payments are predicated upon successful completion and written approval by the University of the described task of services and deliverables as provided in the SOW. Payments will be made to the Contractor after written acceptance by the University of the payment task and approval of an invoice. The University will make every reasonable effort to make payment within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (*Name of Designee*).

Invoices should be sent to the following address: Name of person approving invoices, Louisiana State University, University Department and address, Baton Rouge, LA 70803.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE

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

4.2 TERMINATION FOR CONVENIENCE

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

6.0 OWNERSHIP OF REPORTS

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 this Contract. All records, reports, documents, or other material related to this 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, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to LSU as part of a Service. The term "Materials" does not include commercially available Products, Machine Code, or Licensed Internal Code.

The University has all right, title, and interest (including ownership of copyright) of all delivered Materials.

7.0 NONASSIGNABILITY

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

8.0 RIGHT TO AUDIT

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

9.0 RECORD RETENTION

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

10.0 AMENDMENTS IN WRITING

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

11.0 NON-DISCRIMINATION CLAUSE

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

12.0 INFORMATION SECURITY

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

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

13.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Contractor shall hold harmless and agrees to indemnify and defend University and its insurers, re-insurers, indemnitors, officers, directors, administrators, employees, agents, attorneys, representatives, successors and assigns from any and all suits, claims, demands, damages, causes of action and rights of action whatsoever seeking any damages, benefits or compensation for personal injuries, physical and mental pain and suffering, loss of consortium and/or society, disability, exemplary damages, punitive damages, property damage, disfigurement, loss of wages and income, loss of earning capacity, loss of enjoyment of life, reasonable attorney's fees, court costs, expert fees, medical or healthcare expenses or other damages of whatever nature, kind or character to the extent proximately or legally caused by any negligent acts, negligent omissions, fault, acts or omissions where the harm is intended or substantially certain, discrimination, or retaliation by Contractor, its officers, directors, employees, agents, shareholders, representatives or invitees arising out of or in any way related to services performed pursuant to this Contract.

To the extent that the Contractor is at fault and is the proximate or legal cause of a claim, demand, or action for damages, the Contractor waives any and all rights of contribution and subrogation it may have against the University, its insurers, indemnitors, employees, officers, directors, administrators, agents, attorneys, and representatives with respect to that claim, demand, or action.

Contractor agrees to maintain the following insurance during the performance of services:

Worker's compensation: Statutory limits

General liability: \$1 million

Automobile liability: \$1 million

Contractor shall include the Board of Supervisors of Louisiana State University Agricultural and Mechanical College as an additional insured on insurance required by this Contract. Policies of insurance required by this Contract shall not exclude, reduce or otherwise impair coverage for incidents or occurrences outside of the United States.

Contractor assumes all duties to warn and agrees to warn its employees, agents, Contractors, representatives and invitees of any and all hazards and risk associated with travel and performing services and work in the specific locations outside of the United States of America where work or services are to be performed pursuant to this Contract, and Contractor assumes all responsibility relative to same. Contractor agrees to indemnify and defend University and its employees, officers, directors, agents, representatives, attorneys, and administrators against any suits, claims, actions or demands to the extent based on an actual failure to warn of any hazard or risks.

Contractor shall not Contract, hire or permit any persons or entities who are not employees of Contractor to perform any work or services on behalf of Contractor relative to this Contract without the consent of University, which shall not be unreasonably withheld or delayed.

Contractor and all persons performing work on its behalf shall identify and comply with any and all applicable regulations, laws or ordinances from whatever source relative to the use, transportation, handling or storage of any explosives, flammables, chemical agents, biological agents, firearms, weapons, destructive devices, and hazardous or toxic substances.

In connection with Contractor's obligations hereunder, University agrees to (1) provide Contractor with reasonable written notice of all claims covered by indemnification, and (2) cooperate with Contractor in the defense of such claims. University's failure to fulfill the foregoing obligations shall not relieve Contractor of its defense and indemnity obligations hereunder except to the extent Contractor is actually prejudiced by such failure.

In the defense and/or settlement of all claims covered by this indemnification provision, Contractor shall direct the defense utilizing legal counsel acceptable to University (such consent by University not to be unreasonably withheld or delayed). Contractor shall not enter into any Settlement without University's consent. In the event that

University withholds its consent to any settlement offered by Contractor that is acceptable to the plaintiff in the matter, thus requiring Contractor to continue in the defense of the claim, Contractor's obligations hereunder shall be limited to the amount of the Settlement rejected by University plus defense costs through the date that the settlement was rejected, regardless of the amount of any subsequent settlement or judgment resulting thereafter.

14.0 APPROVALS:

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with LA R.S. 39:1502 and Louisiana Department of Civil Service (where applicable).

15.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

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

CONTRACTOR

CONTRACTOR'S SIGNATURE

Print Name

Title

DATE

**Board of Supervisors of Louisiana State University
And Agricultural and Mechanical College**

Eric N. Monday
Vice Chancellor for Finance & Administrative Services and
Chief Financial Officer

DATE

ATTACHMENT I

Scope of Services for the Consulting and Support Services Contract

1.0 SCOPE OF SERVICES/TASKS

Contractor will perform the following tasks and services:

A. Transformation Framework

1. Assist LSU in developing the vision and principles that will guide information systems replacement.
2. Identify high-level requirements (e.g., implementation by FY 2014-15) that constrain possible solutions.

B. Technical Preview

Coordinate a Technology Preview Conference to have up to three (3) ERP Vendors come to LSU to:

- demonstrate the types of functionality available through a new/modern ERP system; and
- help stakeholders contrast the capabilities of the legacy systems with leading packages.

C. Readiness Assessment

Assess the crises, potential crises, or major opportunities contributing to the urgency to modernize and replace the legacy enterprise information systems.

Assess the readiness of LSU to undertake a major systems replacement effort with particular attention to:

- identification of major stakeholders and how they will participate in the process; and
- recommendations for addressing operational and cultural barriers.

D. Business Process Review, and Gap Analysis

Assess current system functionality against new requirements and compare best practices in higher education enterprise information systems.

Pay particular attention to:

- the business process changes required at LSU to implement a ‘vanilla’ solution; and
- the value that exists in ‘gap areas,’ and whether the gaps can be tolerated to achieve an as-close-to-vanilla solution as possible.

Provide detailed requirements for needed and desired functionality that:

- considers what is in place now and what is needed in the future; and
- prioritization of new requirements.

E. Strategy Recommendation

Assess build, borrow, and buy strategies for replacing enterprise information systems and recommend the best strategy for LSU. Consider:

- single vendor/source implementations and multi-vendor/source implementations;
- alternate and related strategies such as Application as a Service and Data Warehousing; and
- challenges each solution may present in interfacing with ancillary systems which may not be included in the replacement system, examples of which may be Parking and Traffic, Student Health, and Residential Life.

If the recommendation is to “build,” recommend whether LSU should do so in-house, out-source development to a software development company or use a Community Source option such as the Quali Foundation and include a:

- detailed staffing recommendation which shall include the skill sets needed to continue to support in-house development for all participating offices and units and the magnitude of effort to bring current services to best practices and to sustain continued development and maintenance at that level;

- detailed staffing and resource estimates for out-sourcing development and continual support for this type of solution as well as a recommendation for software development companies that can provide this service;
- comparison of Community Source options listing our desired functionality and how each option meets those requirements. Detailed staffing and resource estimates needed to support a community effort development model; and
- detailed staffing and resource estimates for a blend of in-house, out-sourcing and Community Source development.

F. Hosting Recommendation

Assess self-hosted and cloud-hosted approaches to systems implementation and recommend the best approach for the key enterprise systems at LSU.

G. Time and Costs Assessment

Assess acquisition and implementation schedules and recommend the best implementation timing for LSU. Consider parallel vs. sequential systems implementations.

Provide an accurate and detailed estimate of approximate one-time and on-going costs of potential proposed solutions.

Contractor's responsibility is to provide assessments of where the University is and options that are available to the University to replace the core IT systems.

University department's responsibility is to provide and all access to LSU's core information systems and all software.

2.0 GOAL

The goal is to explore and provide options to replace the LSU's core infrastructure and to provide the University with clear solutions along with cost and time analysis.

3.0 DELIVERABLES

A. Intermediate Deliverables

Contractor will produce formal project documents related to each of the major Tasks and Services items listed above in the Scope of Services with the exception of the Technology Preview. These documents are to include a 1-2 page executive summary, 1-2 presentation slides to accompany the executive summary, a slide presentation suitable for a 15 minute presentation on the item, and a bound detailed report.

B. Final Report

Contractor will prepare and submit a preliminary plan or general direction of final report based on findings. The University will submit feedback on the preliminary report. After the Contractor receives the feedback they will have two weeks to refine the final report according to the feedback.

Contractor will prepare and submit a final detailed study report and executive summary for LSU that summarizes the findings and recommendations of the completed assessments.

The report will be submitted to the University in written form, and presented to University executives in a LSU venue, at an agreed upon date, time, and forum. This report will include deliverables from each phase and all documentation and materials that were used as support.

The report will be submitted in both hard-copy and electronic form as required by LSU, and the Contractor will present the final report on-site to the University Department Project Manager.

4.0 PROJECT REQUIREMENTS

A. Project Structure

LSU shall appoint a Project Director for this Project who will provide oversight of the activities. Notwithstanding the Contractor's responsibility for total management during the performance of this Project, the assigned Project Director shall be the principal point of contact on behalf of LSU and will be the principal point of contact for LSU concerning Contractor's performance.

The Contractor will facilitate weekly status meetings with the LSU Project Director. The purpose of the meetings will be to review the project's actual status against plan, project issues, and change control requests.

LSU will provide access to the following resources on an as needed basis:

- stakeholders and other personnel familiar with the information systems environment;
- all relevant policies, standards, and process documentation; and
- reasonable and normal office space, local telephone service, and limited usage of copiers.

5.0 OBJECTIVES:

The objectives are: (1) To better capture the functions that exist with our current system
(2) Better understand the time and cost to replace the core systems
(3) To obtain a clear strategy including options on the best solution for the University

6.0 PERFORMANCE MEASURES AND MONITORING PLAN

The performance of the Contractor will be measured by the quality, timeliness and accuracy of the deliverable written document that outlines each milestone of the readiness assessment phase and recommendations delivered.

The University will monitor the Contractor's performance by the LSU Department Project Manager via weekly meetings and by reviewing the project milestones for completeness, timeliness and accuracy.

ATTACHMENT V: 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 negotiate, on terms and conditions that he/she may deem advisable, a contract
or contracts with the Louisiana State University and Agricultural and Mechanical College, 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