

REQUEST FOR PROPOSAL		BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		LSU	02/26/2007 02:00 PM CT
SOLICITATION 000002155 VENDOR # VENDOR NAME AND ADDRESS LSU Office of Purchasing 213 Thomas Boyd Hall Baton Rouge LA 70803-0001		RETURN BID TO LSU LOUISIANA STATE UNIV. PURCHASING OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Sandra G. Gillen BUYER PHONE (225)578-2285 ISSUE DATE 01/23/2007	
TITLE: CONTINUING EDUC. REGISTRATION & LEARNER SOFTWARE			
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REQUEST FOR PROPOSAL

Continuing Education Registration and Learner Management Software



Solicitation No: 000002155

Proposal Opening Date: February 26, 2007

Proposal Opening Time: 2:00 P.M. CST

**Louisiana State University and Agricultural and Mechanical
College
Office of Purchasing
(01/22/07)**

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PROPOSAL SIGNATURE PAGE

Proposal No. 000002155

Having carefully examined the information, specifications, terms and conditions, etc., contained in or attached to Request for Proposal entitled "Continuing Education Registration and Learner Management Software", the undersigned offers the attached proposal for the University's consideration.

Proposal Submitted _____

On behalf of: Firm

Address

City

State

Zip

Proposal Submitted

by:

Name (Signature)

Telephone Number

Fax Number

Note: The person signing this Request for Proposal and the Proposal shall provide, attached to the Proposal, legal evidence of his/her authority to sign for the firm or corporation.

REQUEST FOR PROPOSAL FOR CONTINUING EDUCATION REGISTRATION AND LEARNER MANAGEMENT SOFTWARE

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Louisiana State University, Continuing Education (LSUCE or the University) is a leading university provider of educational outreach and engagement. LSUCE offers credit and non-credit programs for students seeking college credit, high school diploma equivalency, occupational education leading directly to employment and/or promotion, enrichment programs for youth and personal enrichment programs for adults. Many non-credit courses award Continuing Education Units (CEUs). Continuing Education enrolled over 36,000 registrants in its 160 college credit courses, 891 non-credit courses, and 75 high school courses during fiscal year 2005-2006. Participants in our programs came from every parish in Louisiana, every state in the nation and thirty-four countries.

LSUCE's computing environment consists of seven (7) servers and approximately 120 Microsoft Windows based workstations. Internally, LSUCE supports a Novell GroupWise e-mail system, PeopleWare non-credit registration system, a Microsoft Access/SQL database for credit courses and various file & print sharing services. Additionally, LSU's Office of Computing Services provides and supports campus enterprise software applications and network infrastructure used by LSUCE.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing an "enterprise" level Registration and Learner Management software package to provide Continuing Education, its staff, and its customers the tools necessary in order to run efficient and customer-friendly Continuing Education programs, while ensuring appropriate privacy and financial controls are in place.

LSUCE requests a proposal for application software to support its project to provide a centralized service for registration of credit and non-credit courses. Continuing Education requests that the software package provide the necessary tools for its staff and customers to run efficient and customer-friendly educational programs, while ensuring appropriate privacy and financial controls are in place. LSUCE is targeting to

implement the set up of this new system by October 15, 2007. This date includes allocation of time for the University to perform the necessary integration, quality acceptance and implementation activities.

Currently, LSUCE offers its credit and non-credit learning experiences through two systems. Unfortunately, these systems provide services for these experiences in different ways. It is common for each system to have its own process for setting up an offering, registering participants into an offering, taking participant payments, providing access for services needed by the participants, and managing the participant rosters and data. This situation increases the overhead to create and administer these offerings, thus causing an obstacle to the development of new offerings.

The software package must provide the ability to register students and accept various forms of payment. It must track learner progress; market to potential and existing customers; issue and track CEUs, grades and other pertinent enrollment information; and provide proper fiscal controls regarding daily deposits, customer payment information, refunds, credits, etc. Software should set-up, approve, track and publish new courses to electronic and print media; communicate with students; allow students to collaborate on projects and communicate with their instructors; allow students to manage their accounts, including managing financial and enrollment details.

The software package must be commercially available, from a company with proven customer service and on-going support. The software package must run on a campus-secured server, and shall be accessible to staff, instructors, and student via password-secured logins from both on and off-campus locations. Users shall be issued appropriate profiles and rights to ensure data is secure.

Package shall include at a minimum software support services (training, installation, integration, etc.), and a five-year software maintenance program.

Desired implementation start date is March 15, 2007 and full implementation desired date is October 15, 2007.

1.1.2 Goals and Objectives

LSUCE has identified several goals for the outcome of implementing this service. These goals include:

- Reduce the administrative overhead to set up, administer, and offer online registration for credit and non-credit offerings; including continuing education offerings (CEU), online offerings, outreach, and extension activities
- Enable entrepreneurial activity that is a net generator of revenue
- Reduce and create a predictable cost to be incurred by offerings, helping to ensure the lowest possible cost overhead that must be passed to participants

- Protection of sensitive data through a centralized service, and integration with a secure online payment system, possibly the existing University "webCredit" system
- Leave day-to-day control necessary to run programs in the hands of offering administrators
- Improve record retention and centralization
- Increase the ability for potential participants to find offerings at LSUCE
- Near real-time processing of incoming participants 24/7

In order to meet the goals listed above, LSUCE desires a solution that includes an administration module allowing LSUCE staff to set up and manage offerings. Also desired is an online registration module allowing participants to register, pay, and provided an access to appropriate online or other University services for an offering.

LSUCE recognizes several challenges for this project which we wish to share with potential proposers. Challenges include:

- Providing a central service with decentralized control for each unit
- Integrating a new registration system with existing authentication, authorization, payment, and electronic resource systems
- Creating a service that will include the necessary features to meet the needs of various LSUCE units and thus encourage adoption will be extremely important to the success of the project.

1.2 Definitions

A. Shall – The term "shall" denotes mandatory requirements per R.S. 39:1556(24).

B. Must - The terms "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 a governmental body.

F. 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.

G. State- The State of Louisiana.

H. University - Louisiana State University

I. LSUCE – Louisiana State University, Continuing Education

J. Discussions- For the purposes of this RFP presentations a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	1/26/2007	
2. Pre-Proposal Conference (if required)	N/A	
3. Deadline to receive written inquiries	2/7/2007	
4. Deadline to answer written inquiries	2/16/2007	
5. Proposal Opening Date (deadline for submitting proposals)	2/26/2007 @ 2:00 PM CST	
6. Oral discussions with proposers, if applicable	TBD	
7. Notice of Intent to Award to be mailed	TBD	
8. Contract Initiation	TBD	

NOTE: The University reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Purchasing Contact with the Office of Purchasing at LSU. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by the Office of Purchasing **no later than the date and time shown in the Schedule of Events.**

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

- **Proposal Name:** Continuing Education Registration and Learner Management Software
- **Solicitation No.** 000002155
- **Proposal Opening Date:** 2/26/2007 @ 2:00 PM CST

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

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

Louisiana State University and A&M College
Office of Purchasing
213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

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

- A. **Cover Letter:** Containing 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 L.R.S.39:1594 (Act 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:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full LSU or department implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the University.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Eleven (11) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6.)

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is 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 are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 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 cost 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.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. 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 must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his 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."

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

The University reserves the right to make any proposal, including proprietary information contained therein, available to the Office of State Purchasing 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.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

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

Further, we realize that additional questions or requests for clarification may generate from University's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation or the specifications contained therein has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Executive Director of Procurement Services at least two (2) days prior to the deadline for submitting proposals.

***Note:** LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing'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 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.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any University employee or University consultant. The University shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the University. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana State University and A&M College
Attention: Sandra G. Gillen
Office of Purchasing
213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001
E-Mail: sgille2@lsu.edu

Phone: (225) 578-2176 / Fax: (225) 587-2292

1.8 Errors and Omissions in Proposal

The University will not be liable for any error 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 require clarification or additional information from the Proposer.

1.9 Proposal Guarantee (if required)

NOT REQUIRED FOR THIS RFP.

1.10 Performance Bond (if required)

NOT REQUIRED FOR THIS RFP.

1.11 Changes, Addenda, Withdrawals

The University reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

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

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the University pursuant to the RFP.

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the University to do so.

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 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 response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

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

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the University urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the University Project Manager.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

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

Any commitments or representations made 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. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 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.

1.25 Evaluation and Selection

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

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 Office of Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

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

1.26 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. Negotiation shall not allow price alterations. Office of Purchasing must approve the final contract form and issue a purchase order, if applicable to complete the process. (See Appendix C for Sample Contract)

1.27 Contract Award and Execution

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

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

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with their proposal with any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, 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 whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The University intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and department's, recommendation for award, the Office of Purchasing 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.

The Office of Purchasing will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the Executive Director of Procurement Services, within fourteen days of award/intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting the Office of Purchasing 72 hours in advance. Contact may be made by phone at (225) 578-2176 or E-mail sgille2@lsu.edu to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Contractor shall furnish the University with certificates of insurance affecting coverage(s) required by the RFP (see Appendix "B"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the University before work commences. The University reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

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

1.32 Indemnification and the Limitation of Liability

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

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither

party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as a part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.34 Payment for Services

Department shall pay Contractor in accordance with the Pricing Schedule (Appendix "A") set forth. The Contractor may invoice the department monthly for documented charges incurred at the rates/charges as cited on the Pricing Schedule and submitted to the billing address designated by the department. Payments will be made by the University within approximately thirty (30) days after receipt of a properly executed invoice, and approval by, the department. Invoices shall include the contract and release order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause- The University may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, 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 such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Agreement 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.

1.35.2 Termination of this Agreement for Convenience - The University may terminate this Agreement at any time by giving thirty (30) days written notice to the 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.

1.35.3 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.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the University.

1.37 No Guarantee of Quantities

NOT APPLICABLE FOR THIS RFP.

1.38 Audit of Records

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

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, 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 Act of 1975, the 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 Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

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

1.41 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 University, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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 of the contract.

1.44 Substitution of Personnel

NOT APPLICABLE TO THIS RFP.

1.45 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. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

1.47 Proposer's Certification of OMB A-133 Compliance

By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Software Package to provide a centralized service allowing LSUCE programs to offer online registration of credit and non-credit (non-credit) learning experiences. Package must also provide the necessary tools for its staff and customers to run efficient and customer-friendly educational programs, while ensuring appropriate privacy and financial controls. The software package shall provide the ability to register students and accept various forms of payment. The software package must commercially available, from a company with proven customer service and on-going support.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about March 15, 2007 with full implementation on or about October 15, 2007.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Appendix "A." Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

2.4 Deliverables

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

Minimum deliverables:

- A detailed project implementation plan
- A fully functional software system that complies with the requirements of this solicitation
- Training
- Installation
- Ongoing support and maintenance

2.5 Location

The location of the software system to be provided is at Louisiana State University, Pleasant Hall, Baton Rouge, LA, 70803.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the University to consider.

2.6.2 Technical

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

- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Plans and/or schedule for implementation of this system
- Plans for training
- Provision for customer and other support services, including personnel assigned, toll-free number, account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three Universities or colleges for whom similar services are currently being provided. Include a contact person and telephone number for each reference. (See schedule 1).
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

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

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. 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.

3.1 Financial Proposal (Value of 60 points)

Prices proposed by the Proposers should be submitted on the price schedule furnished in Appendix "A." Prices proposed shall be firm for all items and services provided. Travel and per diem, if proposed, shall be included as a not to exceed figure.

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

The following is for consideration of this section 3.1:

The cost evaluation formula to be used for determination of point award to each proposal is per the following:

Maximum price points times price of lowest proposal divided by price of proposal being rated equals proposal price points.

Example:

\$30,000 is the lowest cost proposal value and is awarded the full 60 points.

To determine point assignment to the next lowest proposal, multiply \$30,000 times 60 points and divide by the next lowest proposal. (Assume the next lowest proposal has a value of \$33,000 then the rated proposal point assignment would be 54.5.)

All other proposals would be awarded cost evaluation points in the same manner.

Note: Travel and other allowable expenses, if itemized, shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 and University Travel Regulations PM-13.

3.2 Technical Proposal (Value of 40 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- Functionality, features and technical characteristics of proposed software product
- Company organization and demonstrated successful experience with this type of project

- Proposed service and support approach and conformance to requirements
- Clarity and reasonableness of Implementation /Orientation Plan

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Final terms and conditions of this standard may be negotiated with the successful bidder. The University proposes the following:

- The system shall not be accepted and final payment shall not be made until the standard of performance is met. The date of acceptance should be the first day of the successful performance period.
- The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days.
- In the event the system does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test should continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
- If the system fails to meet the standard of performance after ninety (90) calendar days from the installation date, the University may at its option terminate the order.
- The University shall maintain daily records to satisfy the requirements of standard of performance and acceptance of the system.

4.2 Performance Measurement/Evaluation

To be mutually defined between University and successful proposer.

PART V. REQUIREMENTS

5.0 System Requirements

A. Question Numbers

Each question in the 1st column of Section 5 below lists a question number. Please use these numbers to reference the questions at all times.

B. Rating Code

Each question in the 1st column of Section 5 Requirements and Questions lists a rating code of (M), (SD), or (D) denoting the importance of the item. The descriptions are displayed below:

B.1 Mandatory (M) – Items listed as mandatory are required minimum features.

B.2 Strongly Desired (SD) – The University wishes to have this functionality.

B.3 Desired (D) – Items listed as desirable are the 'nice to have' items.

C. Answer codes and Description

All questions require a numeric answer code and a description. Descriptions can reference specific areas of the descriptive proposal submittals included by the proposer about the product. Provide all cost details in Appendix A.

C.1 5 = Exists in the latest version currently in production (and can be demonstrated now).

C.2 4 = Will exist in a version that will be available for this implementation (and can be demonstrated now)

C.3 3 = Can be added to the system for no additional cost during implementation.

C.4 2 = Can be added to the system for an additional cost during implementation. Please provide additional cost details in Appendix A.

C.5 1 = Can be added to the system within a 6 month period of time (after implementation). Please provide additional cost details in Appendix A.

C.6 0 = Cannot be provided within a 6 month period of time (after implementation).

- C.7 NA = NA has been entered in the document for questions requesting information unrelated to the bidder's capabilities or the product's features. For example: listing software, hardware, documentation, etc.

D. Glossary of Terms

Below is a list of terms LSUCE will use for describing various activities, roles, etc. that may, if referred to using common terms, already have distinct meanings at the University.

Administrator: An **administrator** is any user of the system's administrative module that will set up and administer the courses and the courses' participant lists. This could include offering administrators, help desk staff, etc.

Account: An **account** will be provided to every user of the system required to login.

Catalog: A **catalog** is a list of all courses available within the system.

Conference: A **conference** is recognized by this system as a special in person offering type.

Course: A **course** is the recurring definition of an offering. A course may not have an exact start and end time, but it may have a standard duration that is used to calculate the end time once a start date and time is established.

Instructor: An **instructor** is the leader or facilitator of an offering. Instructor profile(s) can be associated with a course or offering. Instructors may or may not have limited administrative access to the administrative module of the system.

Offering: An **offering** can be best thought of as a specific section of a course or a conference. It is an event made available to participants via a registration process. An offering is a specific instance of a course or conference having a specified period and location. Several unique offerings, distinguished by meeting times, locations, instructors, etc. may be associated with any given course. Likewise conferences might be associated with unique annual offerings.

Participant: A **participant** is a user who has acquired access to an offering.

Program: A **program** is a group of courses. Courses can belong to zero or many programs and programs can include zero to many courses.

Purchaser: A **purchaser** is a user who has paid for access to an offering. In cases where a purchaser is buying access to an offering for someone else, the purchaser is not a participant.

Registering: **Registering** is the process of enrolling and paying for an offering.

System administrator: A **system administrator** is a technical user of the system that will set up the system and provide technical support.

Tangible Good: A **tangible good** is a physical item that may be purchased and shipped.

Unit: A **unit** is the entity sponsoring the course on campus.

Webinar: A **webinar** is recognized by this system as a special online offering type that is similar to a conference.

5.1 Requirements and Questions

Response to the following questions is required and will be considered when determining compliance with the RFP requirements.

Methodologies

5.1.1	Does the bidder use a project management methodology? Describe the project management methodology.	D
5.1.2	Is the software and application development process based on an industry best practice and is information security included throughout the software development life cycle (SDLC) process? Describe the software development methodology.	D
5.1.3	Does the bidder use a testing process for general software releases? Describe the testing process.	SD

Customization Process

5.1.4	Will the bidder work with and allow LSUCE to modify or customize their product to meet the requirements for the project? Describe the collaboration processes in place to accommodate change.	SD
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Current Product Implementations

5.1.5	LSUCE requires a recent version of the product that has been implemented and currently in production at a minimum of 3 other Colleges or Universities, for whom references can be provided.	M
5.1.6	What are the sizes of current implementations of the system at the three references' site (i.e. how many users and registrations per year)? Provide a description only. An answer code is not required.	NA
5.1.7	How are current customers using your product? Provide a description only. An answer code is not required.	NA

Schedule & Deliverables

5.1.8	Provide a project schedule that displays the general tasks necessary to implement the product and outlines the bidder and LSUCE roles in that process. An answer code is not required.	NA
5.1.9	List all deliverables that will be provided by the bidder. An answer code is not required.	NA

5.2 Training and Documentation

Training Options

5.2.1	Does the bidder offer training to technical and administrative staff on the use of the product? Describe the training options.	SD
5.2.2	Does the bidder customize training for each implementation based on the settings and customizations made? Describe the training customizations.	D

Documentation

5.2.3	List all documentation that the vendor will provide and include a general description of the content in each. Provide a description only. An answer code is not required.	NA
5.2.4	Can the vendor supply all documentation in electronic format so that it may be edited? No description required.	SD
5.2.5	Does the vendor customize documentation for each implementation? Describe what documentation is created or modified.	D
5.2.6	Does the product include online help for all fields and processes? Describe or provide an example.	SD

5.3 Implementation and Upgrade Installations

Implementation

5.3.1	Bidder will assist with loading all software and test it in conjunction with the customized software changes and LSUCE hardware components? Describe the process for installing and testing at LSUCE.	M
5.3.2	Does the product include features supporting legacy data conversions? Describe how the product could help convert data from various legacy data sources.	SD

Product Updates

5.3.3	Can software updates be applied remotely to the administration module, online registration module, and/or database? Describe how each update can be applied.	SD
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5.3.4	Will the bidder complete data conversion tasks needed during product upgrades that involve database changes? Describe how the bidder would take LSUCE's database and convert it to an updated structure.	SD
5.3.5	Are new software releases with bug fixes and enhanced functionality available on a regular schedule? What is the frequency?	SD
5.3.6	Can product upgrades be installed for components that have been customized by LSUCE? Describe the process for installing upgrades to components that have been customized in the LSUCE environment.	SD

5.4 Licensing and Support

<i>Licensing and Other Costs</i>		
5.4.1	Describe the services that will be provided to implement a fully functional system.	NA
5.4.2	Does the product license include version upgrades and patches? Provide annual license cost details in Appendix A. An answer code is not required.	NA
5.4.3	Does the product license provide full access to the source code? If not, can the source code be placed in an escrow? Provide escrow cost details in Appendix A.	M
5.4.4	LSUCE prefers setting up separate environments for production, quality assurance, and development. Describe how the software might allow for this and how the license policies will affect our ability to do this. Provide a description only. An answer code is not required.	NA
5.4.5	LSUCE prefers setting up and testing a disaster recovery implementation of its systems. Describe how the software might allow for this and how the license policies will affect our ability to do this. Provide a description only. An answer code is not required.	NA
5.4.6	Is the license a perpetual license?	NA
5.4.7	Describe what is included in the product support contract. Provide annual support cost details in Appendix A. An answer code is not required.	NA
5.4.8	Provide your support service rates in Appendix A. An answer code is not required.	NA
5.4.9	Does the bidder warranty the product and implementation services? Describe what is included in the warranty and the duration of the	M

	warranty.	
Support		
5.4.10	Describe the problem escalation process that is used to ensure the quick resolution of problems during implementation and production support. Include response time during working and non-working times. Provide a description only. An answer code is not required.	NA
5.4.11	Does the bidder provide support outside of normal business hours? Please provide a schedule of available support services and hours that the company is capable of providing. Provide all cost details in Appendix A.	SD
5.4.12	Does the bidder provide telephone support to designated LSUCE personnel for the purpose of troubleshooting product problems and bugs and for asking "how to" type questions regarding the configuration and use of the application? Describe the process.	SD
5.4.13	Does the bidder require remote access for product support/updates? Describe the requirements and method used to connect remotely. Also provide the required schedule when remote access would be needed.	D
5.4.14	Can the product be up 24x7? Identify any scheduled maintenance processes or other situations preventing the product from being available 24x7. Identify any features designed to verify that the system is running.	SD

5.5 Product Requirements

Locally Hosted		
5.5.1	Is the product able to be fully hosted at the University's campus? No description is required.	M
Server Hardware/Software		
5.5.2	Specify server configuration, processor, RAM, disk storage, and connectivity requirements of the product and how these components scale with increased product use. Provide a description only. An answer code is not required.	NA
5.5.3	Define all hardware, cables, auxiliary equipment and operating software to support the product. Provide a description only. An answer code is not required.	NA
5.5.4	Identify all server software necessary to host this product.	NA

5.5.5	Identify all server-side network communication that is necessary (protocols, firewall pertinent information, etc.	NA
Client Hardware/Software		
5.5.6	Specify all client software necessary to fully access and utilize all functionality of the product. Provide a description only. An answer code is not required.	NA
5.5.7	Does the product require a firewall for security? Identify all client-side communication that is necessary (protocols, in-bound ports, firewall pertinent information, etc. An answer code is not required.	NA
Standards and Usability		
5.5.8	Does the product adhere to accessibility, data modeling, and security standards? Specify standards and practices implemented in the development of the product.	SD
5.5.9	LSUCE desires the product to be usable for administrators, instructors, and participants. Describe any usability standards or processes implemented during the development of this product. Provide a description only. An answer code is not required.	NA
Extensibility		
5.5.10	Does the product provide API access? What types of data and functionality can be accessed programmatically? Describe how LSUCE would utilize the APIs to access this data. Provide a description only. An answer code is not required.	NA
Scalability		
5.5.11	LSUCE requires the product to scale seamlessly to a large number of programs and participants. Describe any thresholds or scalability issues that may be encountered as LSUCE adds units, offerings, administrators, and participants to the product. Provide any cost details in Appendix A. An answer code is not required.	M
Upgrade Support Requirements		
5.5.12	Provide a policy on when the product will be compatible with newly released hardware, software, operating systems, etc. For example, how long after a new release of Microsoft Windows will the product be compatible with that new version? Provide a description only. An answer code is not required.	NA

5.6 Security Requirements

Account Management

5.6.1	Can an e-mail address be used to create an account? Specify all options including size and character limitations for usernames and passwords.	SD
5.6.2	Can a University identifier be entered in place of the e-mail address, if one exists in the University authentication system? Describe.	SD
5.6.3	Does the product allow participant passwords to be reset? Describe how the product assists participants in managing, remembering, retrieving, or resetting their account password. (Can a participant change their password? Can an administrator reset a password? Can a participant request their password to be e-mailed to them?)	SD
5.6.4	Does the product allow accounts to be deactivated? Describe how the product allows for automatic and/or manual deactivation and how accounts can be reactivated.	SD

Group/Role Management

5.6.5	Does the product allow administrators to be entered into authorization groups/roles? Describe how group/role authorization is set up.	M
5.6.6	Does the product allow administrators to be put into multiple groups/roles within the product? Describe how this would be accomplished.	SD

Content Level Security

5.6.7	Does the product authorize groups/roles to view, add, update, delete, report, and extract information and features for setting up an offering? Describe.	SD
5.6.8	Does the product authorize groups/roles to view, add, update, delete, and extract information and features for registering participants in an offering? Describe.	SD
5.6.9	Does the product authorize groups/roles to view, add, update, delete, and extract information and features for managing an offering's roster? Describe.	SD
5.6.10	Does the product allow authorizations to be set at the unit level so that units can only see and manage their own data? Describe.	M
5.6.11	Does the product allow authorizations to be set for individual data elements or features? Describe.	D
5.6.12	Describe the facilities for confining access/entry/update/delete capabilities for systems administrators, administrators, instructors, participants, and purchasers. What particular data fields can each touch? An answer code is not required.	NA

Data Sensitivity

5.6.13	Does the product allow courses to be flagged as <u>Family Educational</u>	SD
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	Rights and Privacy Act (FERPA) protected? Describe how the product restricts access to FERPA protected data?	
5.6.14	Does the online registration module include a privacy statement identifying to participants what data is being collected and how it is being used? Describe how this statement is maintained and displayed.	SD
5.6.15	Does the online registration module allow participants to give consent for the offering administrator to market future offerings to them and to give consent for their data to be shared with other departments to market other offerings to them? Describe.	SD
5.6.16	Does the product allow participants to restrict directory information for FERPA protected students not wanting their name, phone, or any of their directory information published in a packet? Describe.	SD
5.6.17	Does the product comply with University Policy Statement PS-30, which can be referenced at http://appl003.lsu.edu/ups.nsf/ByNumber?OpenView	M

5.7 Administration Functional Requirements

Interface

5.7.1	Does your product provide its administrative functionality via a web interface? Describe how the administrative module can be accessed.	SD
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Online Registration System Configuration

5.7.2	Will the product allow LSUCE to customize on-screen field labels and customize standard data elements required by participants at the time of registration? Describe the elements that can be customized by LSUCE.	SD
5.7.3	Does the product allow administrators to draft and preview how an offering will display in the online registration module prior to actually publishing it? Describe.	SD
5.7.4	Does the product allow administrators to create and require an access code to be entered in order to register for specific offerings? Describe how an offering can be set up to require a code.	SD
5.7.5	Does the product allow administrators to modify the metadata of an offering display in order to improve Internet search results? Describe.	D

Department/Unit Configuration

5.7.6	Does the product allow administrators to view, add, update, and delete data for their unit? Describe how the product facilitates a departmentally managed set of programs, courses, and offerings.	M
Program Management		
5.7.7	Does the product allow administrators to group courses into zero to many programs? Describe the features associated with program management.	SD
5.7.8	Will the product allow programs to include offerings or tangible goods created and owned by multiple units? Describe.	SD
Course & Offering Management		
5.7.9	Does the product allow each offering to have a start and end date and time that is not associated with traditional semesters or terms? Describe.	M
5.7.10	Does the product support minimum and maximum participants in a course, including closing enrollment when the maximum registrations have been met? Describe.	SD
5.7.11	Does the product allow administrators to customize offering descriptions to include links to other websites, help desk information, etc.? Describe.	SD
5.7.12	Does the product allow administrators to specify recommended prerequisites for each offering and present that online to the participants? Describe.	D
5.7.13	LSUCE will use the existing resource scheduling processes on campus for the official schedule, but will need to enter the schedule information into this product. Does the product allow administrators to type a description of the offering schedule and logistics? Describe.	SD
5.7.14	Does the product allow administrators to set up offerings and elect to have them hidden from public view until a future point in time? Describe.	SD
5.7.15	Does the product allow units to brand offerings or groups of offerings by importing images or style sheets to be used by the online registration module or extracted to other external systems? Describe the elements of the display that can be modified (i.e. images, colors, fonts, etc.) and include which elements are shared among all products vs. elements customized per-product-line.	SD
5.7.16	Does the product allow administrators to copy existing courses to create similar new courses? Describe.	SD
5.7.17	Does the product allow administrators to import participant, course, and offering data into the system? Describe.	D

Custom Data Management

5.7.18	Does the system have a set of data fields that can be pre-configured and controlled by the system administrator? Describe.	D
5.7.19	Does the product allow administrators to define offering specific custom data fields to collect information from participants during registration? Describe the capabilities.	SD

Participant Management

5.7.20	Does the product allow administrators to modify offering access end dates for individual participants? Describe.	M
5.7.21	Does the product allow administrators to record participant completion status and comments? Describe.	M
5.7.22	Does the product allow seats to be purchased in bulk without identifying individual participants, subsequently allowing administrators to assign participant identities to pre-purchased seats in an offering? Describe.	SD
5.7.23	Does the product allow administrators to set up offerings as memberships and subscriptions, including renewals? Describe renewal specific features.	D
5.7.24	Does the product support registering participants in conferences? Describe any special conference related features.	D
5.7.25	Does the product allow administrators to merge participant records when a person creates multiple accounts? Identify how this merge process is initiated and what data can be merged. Identify what residual data and audit trail remains for original identity after an identity merge.	D

Roster & Wait List Management

5.7.26	Does the product allow administrators to add, update, and delete offering roster data? Describe the administrative features for roster management.	M
5.7.27	Does the product allow administrators to transfer participants to different offerings within the same unit? Describe.	SD
5.7.28	Does the product allow administrators to add, update, and delete offering wait list data? Describe.	SD

Tangible Goods Management

5.7.29	Does the product support tangible goods? Describe.	SD
5.7.30	Does the product track inventory of tangible goods? Describe.	D
5.7.31	Does the product provide participants with delivery tracking data? Describe.	D

5.7.32	Does the product allow administrators to manually enter tracking data? Describe.	D
5.7.33	Does the product notify participants of shipping status changes? Describe.	D
5.7.34	Does the product manage returned tangible goods? Describe.	D
Advertising Management		
5.7.35	Does the product allow administrators to create advertisements for display on their unit catalog and for a specific offering? Describe.	D
Budget Management		
5.7.36	Does the product allow administrators to create a budget for an offering? Describe.	SD
Workflow Management		
5.7.37	Does the product include workflow feature requiring new offerings to be approved prior to being published? Describe this feature including group-level approval authorization set up options. Advise if this feature is included in base product or is offered as an option. If an option, provide additional cost for this feature in Appendix A.	D

5.8 Instructor Functional Requirements

Roster Data		
5.8.1	Can an instructor view and download offering rosters? Describe how an instructor will view and/or download rosters.	SD
Updates		
5.8.2	Can an instructor update participant records for their offerings? Identify data that can be updated by an instructor.	SD
5.8.3	Can an instructor import participant record information for an entire roster? Describe how an instructor can import participant data.	D
5.8.4	Can an instructor update their profile? Identify how an instructor can update their profile and what data they can update.	D
Tools		
5.8.5	Does the product include any instructor communication tools (bulk e-mail, bulletin board, etc.)? Describe.	D

5.9 Online Registration Functional Requirements

Offering Selection

5.9.1	Does the online registration module allow the general public to browse a catalog and view offering descriptions? Describe.	SD
5.9.2	Does the online registration module allow the general public to search for offerings? Describe the search criteria and options that are available.	SD

Shopping Cart Management

5.9.3	Does the online registration module allow the general public to add multiple offerings to a shopping cart? Describe how multiple offerings can be added to a shopping cart prior to creating an account in the system.	M
5.9.4	Does the online registration module allow administrators to group offerings with other offerings or tangible goods in order to display them together when an offering is selected? Describe how grouped items are displayed.	SD
5.9.5	Does the product allow participants to register and purchase offerings without creating an account if an account is not needed for any other reason? Describe.	D
5.9.6	Does the checkout process allow custom data input fields for each offering purchased? Examples include the ability to read and accept a disclaimer statement or the ability to enter questionnaire type information. Describe the checkout process.	SD

Identity Management

5.9.7	Does the product include an identity management feature? Describe how the feature attempts to match an existing account to a participant during the "create an account" process in the online registration module.	SD
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Purchaser Registration

5.9.8	Does the online registration module allow people to purchase registrations on behalf of other individuals who will be the actual participants? Describe the functionality of this feature.	SD
5.9.9	Can a purchaser buy multiple seats to an offering through the online registration module? Describe the online process and features available to the purchaser.	SD

Waiting Lists

5.9.10	Does the online registration module allow potential participants to be added to a wait list for offerings that are not currently scheduled or that have reached their capacity? Describe the process and feature associated with this activity.	SD
5.9.11	Does the product allow participants to manage their wait lists? Describe.	D

Profile Management

5.9.12	Does the product allow participants to manage their profile data? Describe.	SD
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Registration Management

5.9.13	Does the product allow participants to view and manage their registration data including adding, dropping with refund or credit policies, and transferring? Describe.	D
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Financial Management

5.9.14	Does the product allow participants to view their financial transactions? Describe.	D
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Record Viewing

5.9.15	Does the product allow participants to view their registration history and outcome status? Describe.	SD
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5.10 Payment Functional Requirements***Administrative Record***

5.10.1	Does the administration module allow administrators to update basic payment information for each participant (i.e. amount paid and payment type)? Specify data that can be updated by the administrator.	SD
5.10.2	If payment card data is stored, is the storage method compliant with data security standard (PCIDSS)? Describe how the product protects sensitive payment data.	NA
5.10.3	Does the product support 1098-T reporting? Describe.	SD

Accounting

5.10.4	Does the product allow money for single transactions to be allocated to multiple account numbers? Describe.	SD
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Tenders

5.10.5	Does the online registration module allow participants to make payment	M
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	card and electronic check (ACH) payments? Provide a list of all payment tenders supported.	
5.10.6	Does the product allow participants to elect to have their bill invoiced, thus skipping the online payment steps? Describe how this could be accomplished.	SD
5.10.7	Does the product allow participants to make a payment with a coupon code or number provided while prepaying? Describe how this could be accomplished.	D
5.10.8	Does the product allow participants to elect to have their bill paid by existing University accounts, thus requiring a unique set of data collection and payment integration steps? Describe how this could be accomplished.	D
5.10.9	Does the product allow participants to pay their bill using multiple tenders? For example, pay half the bill with a payment card and invoice the remaining portion. Describe how this could be accomplished.	D

Discounts

5.10.1 0	Does the product support discount codes? Describe how discount codes are set up by administrators and used by participants. Include how discount codes are validated, if multiple discounts can be applied, and identify all types of discounts that are supported.	M
5.10.1 1	Does the product manage early registration, refund, or other deadline discounts or fees? Describe the types of deadlines that the product manages.	SD

Refunds and Transfers

5.10.1 2	Does the product have a unique refund policy for each offering? Describe how a refund policy is communicated to the participant, and how the refund is processed using the product.	SD
5.10.1 3	Does the product allow participants to transfer payment to another participant for an offering and allow participants to transfer payment from one offering to another? Describe how transfers are processed using the product.	SD

Fees

5.10.1 4	Can additional fees be assigned to an offering? Describe the additional-fee feature set including the following: how fees related to an offering can be deposited to distinct and separate LSUCE Account numbers on a per fee basis; how fees can be assessed by percentage and flat rates; and how fees can be prioritized so they are assessed in a particular order.	SD
5.10.1 5	Does the product provide support for collecting and accounting for sales tax on tangible goods? Describe this feature. Indicate if the fee amount	SD

	or percentage is configurable and if offerings/tangible goods can be marked as taxable.	
5.10.1 6	Does the product provide support for charging shipping fees for tangible goods? Describe this feature. Indicate if the fee is editable (i.e. actual vs. projected).	SD

5.11 E-Mail Communications

Registration Summary

5.11.1	Does the product optionally e-mail a registration summary to administrators? Provide any details about this communication and set up.	D
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Payment

5.11.2	Does the product e-mail a PCIDSS compliant payment transaction receipt to the purchaser at the time of purchase? Indicate data fields included on the receipt.	SD
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Welcome Message

5.11.3	Does the product optionally e-mail an offering specific message to a participant after they have enrolled and paid for an offering? Provide any details about this communication and offering-level set up.	SD
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Access Expiration Message

5.11.4	Does the product optionally e-mail a participant when they are nearing the end of their offering access? Provide any details about this communication and set up.	D
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Survey Message

5.11.5	Does the product optionally e-mail an offering specific message to a participant after they have completed an offering requesting a response to survey questions? Provide any details about this communication and set up.	D
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Scheduled Reports

5.11.6	Does your product allow standard report e-mails to be scheduled and e-mailed to groups of administrators? Provide any details about this communication and set up.	D
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5.12 Data Requirements

Participant & Purchaser Profile

5.12.1	Does the product collect and retain profile data for participants? Specify the data comprising the "participant profile".	SD
5.12.2	Does the product collect and retain outcome data for each participant in an offering? Specify the data comprising the "participant roster profile".	SD
5.12.3	Does the product collect and retain offering access start and end dates uniquely for each participant in an offering, therefore creating active and inactive participants for each offering? Describe.	SD
5.12.4	Does the product collect and retain profile data for purchasers that are not participants? Specify the data comprising the "purchaser profile".	SD
5.12.5	Does the product collect and retain data that associates purchasers with purchasing groups or companies? Specify the data comprising the "company profile".	D

Department/Unit Profile

5.12.6	Does the product collect and retain unit specific data? Specify the data comprising a "unit profile".	SD
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Program Profile

5.12.7	Does the product collect and retain specific data for categorizes or groups of offerings? Specify the data comprising a "program profile".	SD
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Course Profile

5.12.8	Does the product collect and retain data for courses? Specify the data comprising a "course profile". Indicate what data is displayed on the registration page.	SD
5.12.9	Does the product collect and retain contact hours, categories (i.e. identifying offerings as CEU), offering types (i.e. online, classroom, etc.), and event management data (i.e. technology needs for an offering) at the course level? Specify the data differences in the course and offering profiles and how offering data is defaulted from its course data.	SD

Offering Profile

5.12.1 0	Does the product collect and retain data for offerings? Specify the data comprising an "offering profile" in the product. Indicate what data is displayed on the registration page.	SD
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Instructor Profile

5.12.1 1	Does the product collect and retain instructor specific data? Specify the data comprising an "instructor profile". Indicate what data is displayed on the registration page and what data the instructor can update.	SD
5.12.1 2	Does the product collect and retain multiple profiles for the same instructor? Describe how different profiles can be selected for different offerings.	D
5.12.1 3	Can instructors be defined globally and be assigned to offerings owned by any unit? Describe.	SD
5.12.1 4	Can instructors be defined at the unit level and not shared with other units? Describe.	D
5.12.1 5	Can zero to many instructors be assigned to an offering? Describe.	SD

Financial Transaction Profile

5.12.1 6	Does the product collect and retain financial transaction data? Specify the data comprising a "financial transaction profile".	SD
5.12.1 7	Does the product collect and retain separate billing and shipping address data? Specify the data collected for billing and shipping.	SD

Drop/Refund Policy Profile

5.12.1 8	Does the product collect and retain drop/refund policy data? Specify the data comprising a "drop/refund policy profile".	SD
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Discount Policy Profile

5.12.1 9	Does the product collect and retain discount data? Specify the data comprising a "discount profile".	SD
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Tangible Goods Profile

5.12.2 0	Does the product collect and retain tangible goods data? Specify the data comprising a "tangible good profile".	SD
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Targeted Marketing Profile

5.12.2 1	Does the product collect and retain query and message data facilitating target marketing campaigns? Specify the data comprising a "targeted marketing profile".	D
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Conference Registration Profile

5.12.2 2	Does the product collect and retain conference specific data that is collected during registration? Specify the data comprising a "conference registration profile" and any conference specific feature within the product.	D
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Data Diagram

5.12.2 3	Provide an entity relationship diagram or an explanation on whether or not a diagram can be provided at a later point in time. An answer code is not required.	NA
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5.13 Interoperability Requirements

Authentication

5.13.1	Can the product integrate with an existing enterprise single-sign-on service, allowing registrants immediate access to offering related network resources? Describe how the product facilitates participant authentication via an external service.	SD
5.13.2	Can the product integrate with an existing enterprise single-sign-on service, allowing administrators access into the product? Describe how the product facilitates administrator authentication via an external service.	M

Authorization

5.13.3	Can the product integrate with an existing enterprise authorization service, allowing administrators' authorizations to be set up in an existing SQL Server and pushed to the product authorization tables? Describe how the product facilitates administrator authorization via an external service.	SD
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Data Sharing

5.13.4	Does the product allow the system to be extract or import data real-time and in batch to external systems? Describe how the product would push or provide access of information to existing systems, including roster information and access end dates. This would be required to provide participants access to learning management systems, electronic resources, etc.	M
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Catalogs

5.13.5	Does the product allow external systems to request offering descriptions and a list of courses in real-time? Describe how the API is to be called and what input parameters and output are supported.	SD
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Deep Links

5.13.6	Does the product allow external web sites (department marketing web pages) to link to a sub catalog and link directly to add an offering to the shopping cart and take the participant to the checkout page? Describe features related to this functionality and provide an example of what the URL might look like. LSUCE prefers user-friendly URLs that are not dynamically generated allowing participants to bookmark them at any point.	SD
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Payments

5.13.7	Does the product interface with external enterprise payment card processing and billing systems? Describe.	M
5.13.8	LSUCE would like to integrate with an existing payment system. Can the online registration payment page be customized to post payment information directly to the LSUCE payment system's ASP page and be customized to recognize the completion of the payment process via SQL statements set up in this existing payment system? Describe how this customization could be made.	SD
5.13.9	Is the product PCIDSS compliant? Provide a Yes or No description. No answer code is needed. However, if the product is not currently PCIDSS compliant and cannot be integrated with the existing LSUCE payment system, the bidder must answer all of the questions in Schedule 2.	NA

E-mail

5.13.1 0	Does the product interface with existing enterprise mail services? Provide all technical requirements need for mail service functionality.	SD
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Inventory Management & Order Fulfillment

5.13.1 1	Can the product interface with external inventory management or order fulfillment systems to facilitate tangible order fulfillment? Describe.	D
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Workflow Management Integration

5.13.1 2	Can the product interface with a web-based enterprise workflow and approval process system? Describe.	D
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5.14 Reporting and Data Extract Requirements

Standard Reports

5.14.1	Identify the reporting tool(s) used by the product for standard reports. Provide a description only. An answer code is not required.	NA
5.14.2	Does the product come with any out-of-the-box standard reports? Briefly describe the types of standard reports that are available in the product.	D
5.14.3	Does the product come with any out-of-the-box standard reports on authentication and authorizations of administrators? Describe.	SD
5.14.4	Does the product allow for customized standard reports to be developed during implementation? Describe the process used to identify and create LSUCE standard reports for the project.	SD

Adhoc Reporting

5.14.5	Does the product allow for adhoc reporting? Describe how the product would allow administrators to create adhoc reports.	M
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Data Extracts

5.14.6	Does the product allow administrators to extract data from the system interface? Describe how the product would allow administrators to extract offering and participant data. Include supported extract formats.	SD
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5.15 Data Management Requirements

Historical Records

5.15.1	Does the product allow all data to be retained indefinitely? No description needed.	SD
5.15.2	Does the product allow data to be purged? Describe how the product supports purging/archiving and restoring data and what data can/can't be purged.	SD

Data Backup

5.15.3	Describe recommended database backup and recovery methods. Provide a description only. An answer code is not required.	NA
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General Data Audit

5.15.4	Does the product audit all administrative changes that take place in the product (i.e. adding a course)? Describe the audit information that is kept by the product.	SD
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Financial Record Audit

5.15.5	Does the product maintain a history of all financial transactions? Describe the data that the product maintains versus data that is tracked outside of the product if payment processing is integrated with an existing system.	M
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5.16 Other

Other Features

5.16.1	Does the product include other major features that might benefit	D
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	LSUCE? Describe all other major features included in your software and indicate whether or not each feature can be turned off in order to contribute to the ease-of-use requirement.	
5.16.2	Provide any additional comments. Provide a description only. An answer code is not required.	NA

Appendix A – Pricing Schedule

List all pricing details here or in a format similar to this schedule.

One-Time costs:

1. One-time license costs: _____
2. One-time installation costs (product set up): _____
3. One-time customization & implementation costs: _____
4. One-time training costs: _____
5. Other one-time costs: (define) _____

Recurring costs:

1. Annual license costs, if any: _____
2. Annual support/maintenance costs: _____
3. Other recurring costs: (define) _____

Other costs:

1. Professional service rates*(a single hourly rate is required here.): _____

*Professional Services procured outside of this RFP may be subject to compliance with R.S. 39:1481 et seq (Office of Contractual Review).

Appendix B

**BOARD OF SUPERVISORS
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL & MECHANICAL COLLEGE
Purchasing Office, 213 Thomas Boyd Hall
Baton Rouge, LA 70803-3001**

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
- 6) Broad Form Property Damage;
- 7) Explosion, Collapse and Underground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in

the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

APPENDIX C

SAMPLE GENERIC RFP CONTRACT

STATE OF LOUISIANA
PARISH OF _____

CONTRACT

Be it known, that on this (*Date*) day of (*month*), (*year*), the Board of Supervisors of Louisiana State University and A & M College (hereinafter sometimes referred to as "LSU") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

CONTRACT MODIFICATIONS

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

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

FUND USE

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

HEADINGS

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

PAYMENT TERMS

The Contractor awarded a Contract as a result of this RFP shall invoice the LSU directly and payment shall be made by the LSU directly to the Contractor in accordance with the payment terms agreed to in

the Contract.

DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

TERMINATION OF THIS AGREEMENT FOR CAUSE

LSU may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the LSU 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 LSU may, at its option, place the Contractor in default and the Agreement 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 LSU to comply with the terms and conditions of this agreement, provided that the Contractor shall give the LSU written notice specifying the LSU's failure and a reasonable opportunity for the LSU to cure the defect.

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

LSU 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 an effective date.

OWNERSHIP

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 LSU, and shall, upon request, be returned by Contractor to LSU, at Contractor's expense, at termination or expiration of this contract.

USE OF LSU'S FACILITIES

Any property of LSU furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by LSU be used only for the performance of the Scope of Work/Services or any contract entered into as a result of this Agreement.

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

of, or damage to property of LSU, the Contractor shall notify LSU thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to LSU all property of LSU prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

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

WARRANTIES

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

This paragraph may only apply when software is involved.

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

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for LSU the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to LSU up to the dollar amount of the Contract.

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

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

INSURANCE

Contractor will be required to provide LSU with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the SOW.

LICENSES AND PERMITS

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

SEVERABILITY

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

SUBCONTRACTORS

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

ASSIGNMENT

Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of LSU. 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 LSU.

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 Contracting Party in the performance of services called for in this agreement. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

CONFIDENTIALITY

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to LSU's operations which are designated confidential by LSU and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, 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 LSU. The identification of all such confidential data and information as well as LSU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LSU 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 LSU to be adequate for the protection of LSU's confidential information, such methods and procedures may be used, with the written consent of LSU, 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.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26 or 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of LSU, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5)

years after project acceptance or as required by applicable LSU and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

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

TERM OF CONTRACT

This Agreement is effective upon Office of Purchasing approval and will end no later than 12 months, unless otherwise terminated in accordance with the Termination provision of this Agreement. LSU has the right to extend for one-year increments up to a maximum of five (5) years, or as otherwise stated elsewhere in RFP solicitation documents.

COMMENCEMENT OF WORK

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

FISCAL FUNDING

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

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, 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 Act of 1975, 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 Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

GOVERNING LAW

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

COMPLETE AGREEMENT

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

ORDER OF PRECEDENCE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

WITNESSES SIGNATURES:

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
A & M COLLEGE

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

Phone No.: _____

Schedule 1 References

Site Name and Address:

List contact name, email and phone number:

Name: _____ Phone Number:

Email: _____

Site Name and Address:

List contact name, email and phone number:

Name: _____ Phone Number:

Email: _____

Site Name and Address:

List contact name, email and phone number:

Name: _____ Phone Number:

Email: _____

Schedule 2 PCIDSS Compliance Related Questions

Complete this schedule only if you answer "No" to requirement question 5.13.9.

1. Is sensitive cardholder data securely disposed of when no longer needed?
2. Is it prohibited to store the full contents of any track from the magnetic stripe (on the back of the card, in a chip, etc.) in the database, log files, or point-of-sale products?
3. Is it prohibited to store the card-validation code (three-digit value printed on the signature panel of a card) in the database, log files, or point-of-sale products?
4. Are all but the last four digits of the account number masked when displaying cardholder data?
5. Are account numbers (in databases, logs, files, backup media, etc.) stored securely—for example, by means of encryption or truncation?
6. Are account numbers sanitized before being logged in the audit log?
7. Are transmissions of sensitive cardholder data encrypted over public networks through the use of SSL or other industry acceptable methods?
8. If SSL is used for transmission of sensitive cardholder data, is it using version 3.0 with 128-bit encryption?
9. Is encryption used in the transmission of account numbers via e-mail?
10. Are development, testing, and production systems updated with the latest security-related patches released by the vendors?
11. Were the guidelines commonly accepted by the security community (such as Open Web Application Security Project group (www.owasp.org)) taken into account in the development of Web applications?
12. When authenticating over the Internet, is the application designed to prevent malicious users from trying to determine existing user accounts?
13. Is sensitive cardholder data stored in cookies secured or encrypted?
14. Are controls implemented on the server side to prevent SQL injection and other bypassing of client side-input controls?
15. Is access to payment card account numbers restricted for users on a need-to-know basis?

16. Are all users required to authenticate using, at a minimum, a unique username and password?
17. Are non-consumer accounts that are not used for a lengthy amount of time (inactive accounts) automatically disabled in the system at least every 90-days?
18. If a session has been idle for more than 15-minutes, does the product require the user to re-enter the password to re-activate the terminal?
19. Are accounts used by vendors for remote maintenance enabled only during the time needed?
20. Are group, shared, or generic accounts and passwords prohibited for non-consumer users?
21. Are non-consumer users required to change their passwords at least every 90-days?
22. Is there a password policy for non-consumer users that enforces the use of strong passwords and prevents the resubmission of at least the last four characters of the previously used passwords (i.e. at least seven characters long, containing both alphanumeric and numeric characters)?
23. Is there an account-lockout mechanism that blocks a malicious user from obtaining access to an account by not more than 6 password retries or brute force?
24. Is all cardholder data printed on paper or received by fax protected against unauthorized access?
25. Is all access to cardholder data, including root/administration access, logged?
26. Do access control logs contain successful and unsuccessful login attempts and access to audit logs?
27. Do logs include date and time stamp?
28. Are audit logs regularly backed up, secured, and retained for at least three months online and one-year offline for all critical systems for LSUCE?
29. Is a vulnerability scan or penetration test performed on all Internet facing applications and systems before they go into production?
30. Are employees required to sign an agreement verifying they have read and understood the security policies and procedures?
31. Is a background investigation (such as a credit- and criminal-record check, within the limits of local law) performed on all employees with access to account numbers?

32. Are all third parties with access to sensitive cardholder data contractually obligated to comply with card association security standards?

33. If payment card functionality exists, describe how it is PCIDSS compliant.