



REQUEST FOR PROPOSAL

DOTD Records Information Management Improvement Project

Solicitation Number: 3000005757

Proposal Opening Date: July 7, 2016

Proposal Opening Time: by 3:00 p.m. CDT

**Date of Issuance:
June 6, 2016**

NOTE: ALL PROPOSERS/VENDORS THAT WISH TO RECEIVE EMAIL NOTIFICATIONS OF RFP/BID OPPORTUNITIES MUST BE REGISTERED IN LAGOV AND PAY THEIR ANNUAL VENDOR SUBSCRIPTION FEE VIA THE VENDOR ENROLLMENT PORTAL.

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REQUEST FOR PROPOSAL
for
DOTD Records Information Management Improvement Project

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana Department of Transportation and Development's (DOTD) mission is to deliver transportation and public works systems that enhance quality of life and facilitate economic growth. We are committed to earning the public's trust, and holding to the highest moral, ethical, and professional standards. One of the ways in which DOTD ensures that trust is through providing for continued access, security, and integrity of Agency records in accordance with the law. The DOTD Records Management Services group supports the DOTD in this endeavor and seeks to meet or exceed the requirements outlined in the Louisiana Public Records Act, and is committed to the continuous analysis and improvement of its Records and Information Management (RIM) Program. Over the past few years, the DOTD Records Management Services group has been supported by in-house and contracted Records Management professionals and paraprofessionals in an attempt to improve the DOTD Records Information Management (RIM) Program. The completion and maintenance of an inventory of more than 50,000 linear feet of records, the development of a classification scheme to accommodate all of DOTD's records, the updating and streamlining of the DOTD record retention schedule, the establishment of the DOTD Record Coordinator Network, and reorganization of the records warehouses at DOTD Headquarters highlight some of the accomplishments of the past few years. However, DOTD still experiences challenges in efficiently managing its records. Some RIM policies and procedures remain outdated or inadequate and a significant portion of DOTD's employees lack the training in RIM.

DOTD has offices statewide in each of the sixty-four parishes. The Headquarters (HQ) office is located in Baton Rouge, Louisiana, with offices on five campuses. Each of these statewide-offices maintains their records. DOTD has been microfilming records with long term retention in accordance with the Louisiana State Laws and Louisiana State Archive regulations. DOTD currently has nine systems that are used to manage electronic records; these nine systems are as follows:

1. IBM's Content Manager is used to store documents that are deemed necessary to keep for a long period of time.
2. Bentley's ProjectWise is used, in conjunction with MicroStation, to store CADD files and related documents.
3. tsaAdvet's Falcon is used to store and publish plans and construction proposal documents to the Internet.
4. The department recently started implementing SharePoint and some offices are using it for their records.
5. Microsoft Exchange is the department's email system and records are typically stored in .pst files located either on the computer hard drive or network server.

6. Records are also often stored on the computer's hard drives or network server. Data for several of major/critical systems are stored on network server; e.g. GIS and AASHTOWare Trns·port.
7. Intranet/Internet is often the only source for some of the department's records.
8. The statewide ERP system (LaGov) went into production in 2010, and it is yet another source for some of DOTD's records.
9. DOTD has developed applications on their Mainframe Server since the 1980's. Many of these database driven applications still exist, other applications have been "sunset" but data is still being viewed.

DOTD has requested and received an imaging application exception from the La. State Archives, allowing disposal of originals after they have been scanned and quality control has been performed on images stored in the Agency's IBM Content Manager system. However, due to the limitations of Content Manager as implemented at DOTD, the Agency wishes to incorporate an updated centralized Electronic Content Records Management System (ECRM). While the procurement and implementation of the new ECRM will be outside the scope of the RIM Improvement project resulting from this RFP, the RIM Improvement project will be expected to assist in aligning the DOTD RIM Program with the updated ECRM once the updated ECRM is in place. The updated ECRM is tentatively expected to be in place sometime in December 2016 or January 2017.

Likewise, DOTD currently employs a federated scanning model whereby individual Sections and Districts are responsible for scanning documents and records into IBM Content Manager. This has resulted in inconsistent metadata and difficulty in locating some documents and records in IBM Content Manager. To increase consistency, accuracy, and reliability of records stored in DOTD's ECRM, the Agency wishes to pilot and assess a centralized scanning model through this RIM Improvement project.

DOTD desires to move forward and continue to establish an efficient and sustainable RIM Program which includes the ongoing monitoring and revision of RIM policies and procedures, training to fully implement these policies, along with control measures to ensure that all DOTD Sections and Districts are in compliance.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing assistance in managing and improving the agency wide DOTD Records Information Management (RIM) program.

1.1.2 Goals and Objectives

DOTD desires to comply with federal and state laws and applicable standards related to records and information management. The objectives to be achieved through this contract in order to attain this goal include:

1. Active and inactive records management
2. Records management policy and procedure analysis and development
3. Records management training
4. Records management technology support
5. Records management scanning and imaging support

1.2 Definitions

- A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body; the selected proposer.
- 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. DOTD – The Louisiana Department of Transportation & Development
- H. State- The State of Louisiana.
- I. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- J. DOA - Division of Administration
- K. OSP – Office of State Procurement
- L. Proposal – A response to this RFP
- M. Proposer – A firm or individual who responds to this RFP.
- N. RFP – Request for Proposal
- O. RIM – Records Information Management; an endeavor involving the administration of all business records throughout their lifecycle.
- P. Record – Information in any format that documents an action or chronicles official duties or obligations (e.g. forms, papers, books, photographs, index cards, microfilms, drawings, audiotapes, video tapes, etc.)
- Q. Record Retention Schedule – A list of records by name or type that authorize the disposition of records, including maintaining, preservation, and destruction; See Attachment III.

- R. Record Series – A group of related or similar records, regardless of medium, which may be filed together as a unit, used in a similar manner, and typically are evaluated as a unit for determining retention periods.
- S. Record Coordinator – An individual responsible for the physical storage and protection of records throughout their retention period within a Section of DOTD.
- T. Record Coordinator Network – The group of individual Record Coordinators who collaborate to share records management information, policies, systems, and tools employed throughout DOTD.
- U. CADD – Computer aided drafting and design
- V. GIS – Geographic information system
- W. AASHTOWare Trns*port – software product developed by the American Association of State Highway and Transportation Officials and used by DOTD to manage construction projects.
- X. ERP – Enterprise resource planning system.
- Y. Section - An organizational unit of DOTD, usually physically housed in or near the DOTD headquarters campus.
- Z. District – An organizational unit of DOTD, usually physically situated outside the DOTD headquarters campus.
- AA. DOTD Project Manager – The DOTD employee responsible for managing the contract resulting from this RFP.
- BB. Records Management Services – The DOTD organizational unit responsible for maintaining an active, continuing program for the economical and efficient management of the records of DOTD.

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP posted to LaPac and Blackout Period Begins	June 6, 2016
Deadline for receipt of Written inquiries	June 14, 2016 at 3:00 PM
Issue responses to Written inquiries	June 22, 2016
Deadline for receipt of Proposals	July 7, 2016 at 3:00 PM
Notice of Intent to Award Announcement	August 1, 2016 (on or about)
Contract Execution	September 1, 2016 (on or about)

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before **3:00 p.m. Central Daylight Time** on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Ms. Charlotte Garrison, CPPB
Procurement Director
Department of Transportation and Development
1201 Capitol Access Road, **Room EW S-447**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1444
Fax: (225) 379-1862

It shall be solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place prior to the deadline for submission. Proposals, which for any reason are received after the deadline, will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000005757 and Project Name: DOTD Records Information Management Improvement Project Proposal** and shall be submitted **prior to 3:00 p.m. CDT on Thursday, July 7, 2016**

1.4.1 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only.

Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

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

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

1.4.2 Mandatory Qualification for Proposer

Proposers must meet the following minimum qualifications:

- Prior experience in records management consulting in state government agencies is required.

The Contractor must provide key personnel dedicated to this contract who collectively have the following minimum knowledge, skills, and experience:

- Three (3) years of records management project management experience
- One (1) year of applying and interpreting Federal or State laws, recordkeeping standards and best practices
- Two (2) years analyzing or appraising records and information systems to develop recordkeeping and/or records retention plans for an institution, governmental body, or corporation.
- One (1) year providing education, training, or direct technical assistance services in records management.
- Two (2) years developing or implementing guidelines, standards, policies and procedures concerning records management.
- One (1) year reviewing and analyzing IT system hardware and software for use with best practice records management operations.
- Two (2) years working with electronic imaging, printing, and scanning technology.

1.4.3 Desired Qualification for Proposer

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

- Experience in records management consulting in Louisiana State government agencies.

The Proposer(s) should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform all the services described in the RFP.

1.5 Proposal Format

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.

- C. **Executive Summary:** This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least *One Year* from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

- D. **Company Background and Experience:** The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or

in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the mandatory and desired qualifications described in Section 1.4.2. and Section 1.4.3.

- E. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to project management and quality assurance.
- Provide a proposed project work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

- F. **Staff Qualifications:**

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

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

Proposers should clearly describe their ability to meet or exceed the mandatory and desired staff/personnel qualifications described in Section 1.4.2 and Section 1.4.3

- G. **Cost Information:** The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services described in the RFP for the entire three year term.

For informational purposes only, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the hourly

billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

A completed cost proposal, using the “**Mandatory Cost Proposal Format**” on page 13 is a required part of the proposal. Total costs must be all inclusive (travel, lodging, meals, taxes, etc.) for all personnel associated with the proposal, including subcontractors. The hourly billable rate shall be inclusive of all costs. Once the contract is executed, the contract shall not exceed the total cost proposed.

If a proposer identifies deficiencies or errors in this format, the proposer should bring this information to the attention of Charlotte Garrison prior to the deadline for receipt of written inquiries, June 14, 2016 at 3:00 PM. DOTD will review the information and issue any correction as an amendment to the RFP along with the responses to written inquiries on June 22, 2016.

Mandatory Cost Proposal Format:

	Pay Item Description	Number of Employees	Hourly Billable Rate	Estimated Number of Hours	Extended Amount
1	Manage Records in Compliance with Laws and Standards				
	Employee's Job Title #1				
	Employee's Job Title #2				
	Employee's Job Title #3				
	...Employee's Job Title #n				
	Subtotal Task #1				
2	Utilization of Appropriate Technology				
	Employee's Job Title #1				
	Employee's Job Title #2				
	Employee's Job Title #3				
	...Employee's Job Title #n				
	Subtotal Task #2				
3	Policy, Communications, and Training				
	Employee's Job Title #1				
	Employee's Job Title #2				
	Employee's Job Title #3				
	...Employee's Job Title #n				
	Subtotal Task #3				
4	Imaging Operations Pilot and Implementation				
	Employee's Job Title #1				
	Employee's Job Title #2				
	Employee's Job Title #3				
	...Employee's Job Title #n				
	Subtotal Task #4				
5	Provide Project Management and Administration for this Project				
	Employee's Job Title #1				
	Employee's Job Title #2				
	Employee's Job Title #3				
	...Employee's Job Title #n				
	Subtotal Task #5				
Total Cost (Tasks 1-5)					\$

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

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

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposer's evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative

(LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com> Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://www.wcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

I. Certification Statement:

The Proposer must sign and submit the Certification Statement, Attachment I.

J. Outsourcing of Key Controls:

NOT APPLICABLE FOR THIS SOLICITATION

1.5.1 Number of Copies of Proposals

The State requests that **One Original (stamped “original”)** and **five** copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified.

The Original, stamped “Original” of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted with the Proposal if proposer is a corporation.** Name(s) of the Proposer listed should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should 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 shall be solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Transportation and Development.

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

1.7.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1862 or Email contractservices@la.gov** addressed to the RFP Coordinator as listed below.

Ms. Charlotte Garrison, CPPB
Procurement Director
Department of Transportation and Development
1201 Capitol Access Road, **Room EW S-447**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1462
Fax: (225) 379-1862
contractservices@la.gov

This RFP is available in electronic form at:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

The State Agency will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 p.m. CDT** on the date specified in the Schedule of Events. *DOTD's email computer server clock will be considered the official time/date on email inquiries.* The Department of Transportation and Development reserves the right to modify the RFP should a change be identified that is in the best interest of the Department of Transportation and Development.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the LaPAC website:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> as an Addendum to the RFP by the deadline shown in the Schedule of Events.

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

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal and pay the registration fee. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg
Help scripts are available on OSP website under vendor center at:
<http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the Department of Transportation and Development. Any communications from any other individuals are not binding to the State Agency.

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. State also reserves the right to cancel or reissue the RFP.

Addenda, if any, will be posted on the LaPAC website:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

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

1.10 Withdrawal of Proposal

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

1.11 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.12 Proposal Rejection/RFP Cancellation

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

1.13 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.14 Cost of Offer Preparation

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

1.15 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received for any contract award from this Request for Proposal (RFP) solicitation.

1.16 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.17 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This

general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

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

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

1.18 Written or Oral Discussions/Presentations

NOT APPLICABLE TO THIS SOLICITATION

1.18.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

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

1.19 Acceptance of Proposal Content

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

1.20 Evaluation and Selection

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

1.21 Contract Award and Execution

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

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

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit

with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *10 business days* or if the selected Proposer fails to sign the final contract within *10 business days* of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

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

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the “Notice of Intent to Award” has been announced by the agency. The “Notice of Intent to Award” letter starts the protest period.

The award of a contract shall subject to the approval of the Division of Administration, Office of State Procurement.

1.22.1 Debriefings

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the RFP Coordinator.

Contact may be made by phone at (225) 379-1462.

1.23 Right to Prohibit Award

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

1.24 Insurance Requirements

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Automobile Liability requirements may be waived or altered at the Agency's discretion depending on the nature of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the

negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

1.25 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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users 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, 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 State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users 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 State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State 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 State or its Authorized Users 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) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User'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 Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State 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 State up to the dollar amount of the Contract.

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

The State and Authorized User 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.

1.26 Payment

Payments are predicated upon successful completion and written approval by the DOTD Project Manager of the described tasks and deliverables as provided in Part II, Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification. The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including direct expenses, if applicable. The original and one copy of the invoice shall be submitted to the DOTD Project Manager not more than monthly. The invoice must be signed and dated by the Contractor.

1.27 Termination

1.27.1 Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

1.27.2 Termination of the Contract for Convenience

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

1.27.3 Termination for Non-Appropriation of Funds

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature 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 of 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 have not been appropriated.

1.28 Assignment

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

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, 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 contract.

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

1.32 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.33 Contract Changes

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

1.34 Substitution of Personnel

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

1.35 Governing Law

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

1.36 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.1-1672.4.

1.37 Code of Ethics

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

1.38 Corporate Requirements

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

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

1.39 Outsourced Key Controls

NOT APPLICABLE TO THIS SOLICITATION

1.40 Vendor Registration

Vendor registration should be completed in LaPac prior to bid submission. This only applies to those vendors that have not registered in LaPac.

Vendor registration must be completed prior to award.

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive e-mail notification of solicitations/awards from this office, you must enroll in the proper category on LaPac at the following web site:

<http://www.pro.doa.louisiana.gov/OSP/LaPAC/pubMain.asp>

It is highly advisable to register a minimum of one if not more of the following product category codes

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

2.1.1 Scope of Services

The Louisiana Department of Transportation and Development's (DOTD) mission is to deliver transportation and public works systems that enhance quality of life and facilitate economic growth. We are committed to earning the public's trust, and holding to the highest moral, ethical, and professional standards. The DOTD Records Management Services group supports the Agency by providing for continued access, security, and integrity of agency records in accordance with the law. DOTD seeks to meet or exceed the requirements outlined in the Louisiana Public Records Act, and is committed to the continuous analysis and improvement of its Records and Information Management (RIM) program. In order to maintain and further develop its RIM program, DOTD requires contractor services for ongoing support. Focus areas include: compliance with federal and state law and applicable standards; active and inactive records management; RIM policy development; training; technology support; and scanning / imaging operations. The Contractor will provide skilled professional and paraprofessional personnel to assist the Agency's Records Management Services staff, and will provide sufficient training to enable selected staff to assume the Contractor's responsibilities.

2.2 Period of Agreement

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2016 and to end on August 31, 2019. The State has the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

2.3 Tasks and Services

2.3.1 Manage Records in Compliance with Laws and Standards

Throughout the contract, the Contractor shall maintain an awareness of federal and state laws pertaining to records management, as well as ISO 15489 and relevant records management standards, and shall propose improvements required of the current RIM program to support it in a compliant manner. The contractor shall perform work as necessary to maintain compliance with federal and state law as well as records management standards.

2.3.1.1 Active Records Management

The Contractor shall assist in all aspects of the active records function. The Contractor shall provide personnel capable of performing document searches, and providing customer service to internal and external customers. Typical activities may include, but are not limited to:

- Providing research assistance in the area of records management policy. Research topics include evolving issues surrounding public records versus confidential, private, or security sensitive records, and other related subjects.

- Implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information.
- Assisting with day to day tasks involved with responding to records requests in accordance with the Louisiana Public Records Act.

2.3.1.2 Inactive Records Management

The Contractor shall assist in all aspects of the inactive records function. The Contractor shall provide personnel capable of developing and implementing retention policies, and working with staff from other state agencies as well as service providers. Typical activities include, but are not limited to:

- Providing research assistance in the area of records management policy. Research topics include records retention and destruction schedules, electronic record keeping, e-mail, and other related subjects.
- Assisting in the development and implementation of retention schedules for Agency records, regardless of format.
- Determining an acceptable approach for applying retention and disposal schedules to all Agency records, regardless of format.
- Educating Agency staff on retention policies.
- Advising on storage formats and locations, and disposition options that meet requirements in a cost efficient manner. For example performing research and cost analysis of various storage and disposal options or developing media migration plans.
- Maintaining inventories of inactive records, both onsite and offsite, and ensuring adequate access to records.
- Coordinating storage and special projects with service providers.
- Facilitating disposal of records that have reached retention periods.

2.3.2 Utilization of Appropriate Technology

The Contractor shall coordinate the appropriate use of technology for the Records Management Services group. The Contractor shall be sufficiently proficient with the records management software utilized by the Agency (such as IBM Content Manager, etc.) and provide consultation and technical support services on its optimal utilization. Additionally, the contractor shall be familiar with software utilized by the Records Management Services group (such as Falcon, Bentley Project Wise, Microsoft Office (including Access), Adobe Acrobat Professional, etc.), perform consultation, configuration services, and propose alternative solutions compatible with the goals and technology environment utilized by the Agency. As the Agency moves toward implementation of an updated centralized Electronic Content Records Management System (ECRM), the Contractor shall assist DOTD in aligning the RIM program to the ECRM.

2.3.3 Policy, Communications, and Training

The Contractor shall coordinate activities related to policy, communications, and training. The Contractor shall provide personnel capable of assisting in this function, developing and auditing policy, developing and conducting records management training, and improving internal and external communications between the Records Management Services group and its customers. Typical activities include, but are not limited to:

Assisting with the development of records management policy and procedures. The Contractor shall coordinate with DOTD subject matter experts, the DOTD Records Coordinator Network, and others to gather information necessary for the formulation of policy and procedures. This responsibility includes undertaking research and writing activities involved in the development of new and existing policies and procedures. Policy and procedure documents will be developed in close conjunction with DOTD subject matter experts, the DOTD Records Coordinator Network, the Records Management Services group, and others and submitted to appropriate Agency staff for final approval.

Developing implementation plans and training materials for records management policy and procedures. The Contractor shall conduct training for the Agency staff and Agency customers as needed as determined by the Agency.

Auditing to determine compliance with approved policy and procedures. The Contractor shall provide written audit reports containing suggested corrective action to be taken.

Improving communications between the Records Management Services group and internal and external customers. For example, internal communication may involve updating intranet pages, forms and flyers, while external communication may involve writing articles for the Agency information outlets and developing PowerPoint presentations.

2.3.4 Imaging Operations Pilot and Implementation

DOTD currently operates a federated scanning model whereby each individual Section and District throughout the Agency is responsible for scanning documents into the Agency's current Electronic Document Management Systems (EDMS), primarily IBM Content Manager. DOTD has researched the possibility of adopting a centralized scanning operations model to increase accuracy and efficiency of record storage and retrieval. Through this RIM Program Improvement project, DOTD wishes to assess and pilot the centralized scanning operations concept with the ultimate goal that DOTD implement a centralized imaging operations function. To that end, and in collaboration with the DOTD Records Management Services group, the Contractor will assist in planning and coordinating the imaging operations function. The Contractor will provide project management support over imaging operations using on-site personnel, as well as the skilled personnel to accomplish the tasks listed below. In addition, the Contractor will provide sufficient training to enable selected staff to assume the Contractor's responsibilities in a smooth transition when its contract ends.

Typical imaging activities may include, but are not limited to:

- Preparing document for scanning
- Inputting indexing data

- Retrieving indexing data from bar-coded submittal sheets
- Performing quality control and quality assurance on images and indexed data
- De-prepping documents and forwarding to inactive records holding
- Converting electronic documents
- Converting documents for one time import
- Using and maintaining the necessary imaging applications for scanning, indexing, quality assurance/control and importation of documents.

2.3.5 Provide Project Management and Administration for this Project

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following:

- Supervision of the Contractor’s personnel
- Contract administration
 - Invoicing
 - Changes to the contract
 - Resolving disputes between the Contractor and DOTD, in regards only to contract administration
 - Compliance by the Contractor with all contract clauses and conditions
- Working with the DOTD to propose and implement changes to Contractor functions that will optimize resources and bring about cost savings for the DOTD
- Scheduling meetings and training sessions
- Record-keeping
- Preparation and submission of deliverables, including, but not limited to the following:
 - Monthly Progress Reporting (as defined in Section 4.1 of this RFP)
- Assignment of a Project Manager, as listed in the Contractor’s proposal to represent the Contractor’s organization and to manage the project. The DOTD reserves the right to approve the person assigned as Project Manager. DOTD also reserves the right to ask the contractor to remove and replace an assigned project manager if needed.
- The Contractor’s Project Manager shall be responsible for onsite project monitoring and compliance. The Contractor’s Project Manager shall keep the DOTD Project Manager informed of the project status through written monthly progress reports and informal communication.

The Contractor shall provide the following project management functions including but not limited to:

- Performance of day to day project management using the best management proactive for all tasks and activities necessary to complete the statement of work
- Development and implementation, with DOTD approval, of procedures to monitor the identification and resolution of key project issues and problems
- Coordination with the DOTD and other entities, if necessary, to promote project activities.

2.4 Deliverables

The Contractor shall prepare and submit the following written deliverables to the DOTD within the time specified:

Monthly Progress Report

The Contractor shall prepare and submit to the DOTD Project Manager a monthly progress report describing all work completed during the preceding month, the status of the work in progress, and any problems encountered. The monthly progress report shall be provided within two weeks of the end of the preceding month. This report shall include:

The Contractor's name, address, and the name of the Contractor's Project Manager

The DOTD purchase order number and project title.

The dates of the reporting period

A description of the progress made during the previous month for each activity, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.

The format of the monthly progress report may be determined by the Contractor; however, the DOTD reserves the right to require format revisions.

2.5 Scope of Work Elements

2.5.1 Functional Requirements

The Contractor shall provide the following services.

Project Management:

1. Provide project management support to DOTD Project Manager in monitoring, tracking, analysis, and reporting.
2. Prepare for, schedule, and coordinate meetings and training classes, with the assistance of DOTD Project Manager.
3. Monitor and support execution of the communication management plan including design and development of various communication techniques. This shall include, but not be limited to:

- Newsletters
- RIM Project website (using DOTD infrastructure to create the website)
- Meetings
- Training class
- Other techniques as determined in the communication plan

Business Policy and Process Improvement

1. Identify business policy and process improvement opportunities based on review of the existing processes, evaluate Louisiana Laws and Regulations, and meet with Records Coordinator Network members in order to facilitate improvement of agency-specific business process change.
2. Develop and provide training manuals and conduct training sessions on the business policy and process changes.
3. Update policy and process manuals and other operating procedures based on the changes to the business policy and process.
4. Meet with the executive staff to gain their support for the changes in the business policy and process.
5. Provide training to the Records Coordinator Network and other DOTD employees on policy and process changes.

Maintain Inventory of Records

1. Develop a plan and strategy on conducting the physical inventory of DOTD's records as needed
2. Conduct the physical inventory as needed
3. Identify duplicate, fragmented, and related records as needed
4. Match the record to DOTD's Retention Schedule, Attachment III
5. Document and present the finding to the Record Coordinator Network, the project team, and executives as needed
6. Maintain accurate and up to date data regarding the inventory of DOTD's records

2.5.2 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.5.3 Project Requirements

The Contractor must provide key personnel dedicated to this contract who collectively have the following minimum knowledge, skills, and experience:

1. Three (3) years of records management project management experience
2. One (1) year of applying and interpreting Federal or State laws, recordkeeping standards and best practices
3. Two (2) years analyzing or appraising records and information systems to develop recordkeeping and/or records retention plans for an institution, governmental body, or corporation.

4. One (1) year providing education, training, or direct technical assistance services in records management.
5. Two (2) years developing or implementing guidelines, standards, policies and procedures concerning records management.
6. One (1) year reviewing and analyzing IT system hardware and software for use with best practice records management operations.
7. Two (2) years working with electronic imaging, printing, and scanning technology.

PART III: EVALUATION

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

Each proposal shall be rated for Criteria #1 through #3, with 0 being the lowest score and the maximum score for each criteria being the highest possible score for that criteria.

Criteria #4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 3.2 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

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

<i>CRITERIA</i>	<i>MAXIMUM SCORE</i>
<i>1. Company Background and Experience</i>	<i>20</i>
<i>2. Approach and Methodology</i>	<i>15</i>
<i>3. Staff Qualifications</i>	<i>30</i>
<i>4. Hudson/Veteran Small Entrepreneurship Program</i>	<i>10</i>
<i>5. Cost</i>	<i>25</i>
<i>TOTAL SCORE</i>	<i>100</i>

3.1 Cost Evaluation

Criteria #5, the Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$CS = (LPC/PC \times 25)$$

Where: CS = Cost score (points) for proposer being evaluated
LPC = Lowest proposed total cost of all proposers
PC = Total cost of proposer being evaluated

Total cost is defined as the number the proposer puts in the final box on their Cost Proposal, using the “**Mandatory Cost Proposal Format**” on page 13; this box reads “Total Cost (Tasks 1-5)”.

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

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Contractor shall provide the resources and methods necessary to perform the tasks in the Scope of Work/Services including but not limited to: supporting the management of DOTD records in compliance with laws and standards, advising DOTD as to the utilization of appropriate technology in regards to records management, policy development, communications, and training related to records management at DOTD, support and management of an imaging operations pilot and implementation of a consolidated scanning function at DOTD, and overall project management for this project.

If required by DOTD, prior to payment, the Contractor shall promptly, without additional cost to DOTD, correct any deficient work performed by him. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by DOTD, DOTD may have the deficiency corrected by a separate party. All costs to DOTD for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other DOTD work by other parties, the Contractor shall also bear the expenses caused by that interference.

4.2 Performance Measurement/Evaluation

The Contractor's performance will be evaluated based on achievement of project tasks as reported in the monthly progress reports as described below:

Monitoring Plan:

The Contractor shall prepare and submit to the DOTD Project Manager a monthly progress report describing all work completed during the preceding month, the status of the work in progress, and any problems encountered. The monthly progress report shall be provided within two weeks of the end of the preceding month. This report shall include:

The Contractor's name, address, and the name of the Contractor's Project Manager

The DOTD purchase order number and project title.

The dates of the reporting period

A description of the progress made during the previous month for each activity, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.

The format of the monthly progress report may be determined by the Contractor; however, the DOTD reserves the right to require format revisions.

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

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have *10* business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
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ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of _____, 20____, the State of Louisiana, [*STATE AGENCY NAME*], hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 OVERVIEW/CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK

{Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.2.1. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.2.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the **contractor** and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

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

Note: If your funding source includes restrictions against use of this type of initiative, this section should not be used. [NOT APPLICABLE TO THIS SOLICITATION]

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

1.2.6. SUBSTITUTION OF KEY PERSONNEL

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about (Insert Month, day, and year) and to end on (Insert Month, day, and year). The State has the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

The State reserves the right to cancel Contract for causes detailed in 4.0 Termination.

2.2 STATE FURNISHED RESOURCES

{This information should be tailored to the specific state resources to be furnished for this contract.}

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

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

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

[SAMPLE LANGUAGE. ENSURE THAT PAYMENT TERMS ARE COMPATIBLE WITH 1.5 PROPOSAL FORMAT, (G. COST PROPOSAL) AND SAMPLE CONTRACT LANGUAGE]

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ [TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

4.2 TERMINATION FOR CONVENIENCE

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract 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 of 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 have not been appropriated.

5. 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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users 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, 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 State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users 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 State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State 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 State or its Authorized Users 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) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User'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 Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State 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 State up to the dollar amount of the Contract.

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

The State and Authorized User 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.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39: 1672.1-1672.4.

7 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.

8 ASSIGNMENT

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

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

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

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, 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.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, 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 the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, 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 contract.

14 INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

4. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

5. Commercial General Liability

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

6. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. Automobile Liability requirements may be waived or altered at the Agency's discretion depending on the nature of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- c. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use

in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- d. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- e. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- f. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 3. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 4. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

5. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
6. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

7. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
8. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

3. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
4. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

15 APPLICABLE LAW

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

16 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 contract. 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 contract.

17 SEVERABILITY

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

18 INDEPENDENT ASSURANCES

NOT APPLICABLE

19 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State Agency shall remain the property of State Agency, and shall be returned by Contractor to State

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

20 COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

21 COMPLETE CONTRACT

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

22 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONTRACTOR

1st Witness for First Party

BY: _____

2nd Witness for First Party

Typed or Printed Name

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

1st Witness for Second Party

BY: _____
Secretary

2nd Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

ATTACHMENT III: RETENTION SCHEDULE

Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History
 Post Office Box 54125, Baton Rouge, LA 70804

Agency No. Agency / Division / Section
 DOTD / Agency Governance

Http://www.sos.la.gov

SS ARC 932 (01/12) R-2012-097
 Page 1 of 13

Indicate Use of Form

ORIGINAL SUBMISSION
 RENEWAL
 REPLACEMENT PAGE
 ADDENDUM PAGE

Remarks

ACT = Until end of CY in which agency ceases to operate; LEGETH
 ACT = Until end of CY in which agency ceases to operate; LEGETH
 ACT = Until end of CY in which administrative use ends; LEGETH
 ACT = Until end of CY in which term of service ends, La. R.S. 36:504
 ACT = Until end of CY in which audit concludes; AFTFIN
 ACT = Until end of CY in which administrative use ends
 ACT = Until end of CY in which record was created or received; CORBUS
 ACT = Until end of CY in which record was created or received; CORLOB

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital
		In Office	In Storage	Total				
01	Policies and Procedures	ACT	5 CY	ACT + 5 CY	P	S	N	I
02	Records Management Administration	ACT	5 CY	ACT + 5 CY	P	S	N	U
03	Records Storage Administration	ACT	3 CY	ACT + 3 CY	P	S	N	V
04	Executive Correspondence and Subject Files	ACT + 1 CY		ACT + 1 CY	M	S	N	V
05	Audit Reports	ACT + 5 CY		ACT + 5 CY	P	S	N	V
06	Quality & Continuous Improvement Program	ACT + 1 CY		ACT + 1 CY	M	S	N	I
07	Public Relations	ACT + 3 CY		ACT + 3 CY	P	S	N	I
08	Government Relations	ACT + 3 CY		ACT + 3 CY	M	S	N	I

Permitted Retention Period Abbreviations
 ACT - Active Period (when used, define term in remarks column)
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 FFY - Federal Fiscal Year (Oct 1 - Sept 30)
 MO - Months WK - Week DY - Day(s)
 PERM - Permanent

Security Status Codes
 P - Public Record
 M - May Contain Confidential Information
 C - Confidential Information
 Archival Processing Codes
 A - Transfer to State Archives
 R - Retain in Agency Archives
 S - Review by State Archives
 O - Other (Specify in Remarks)

State Records Center Use
 Y - Yes
 N - No
 Vital Record Identification Code
 V = Vital
 I = Important
 U = Useful

Agency Abbreviations

[Signature]
 Agency Approval

4/21/15
 Date Signed

[Signature]
 Secretary of State, State Archives & Records Services

10/8/15
 Date Approved

Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History
Post Office Box 94125, Baton Rouge, LA 70804

SS ARC 932 (01/12)

Page 3 of 13

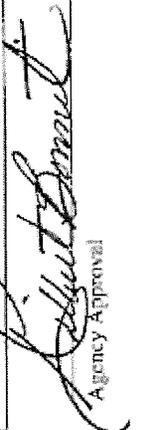
Http://www.sos.la.gov

Indicate Use of Form:
 ORIGINAL SUBMISSION
 REPLACEMENT PAGE
 ADDENDUM PAGE

Agency No	Agency / Division / Section	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
			In Office	In Storage	Total Retention					
13	DOTD / Contract Administration	Construction Contracts	ACT	5 CY	ACT + 5 CY	P	S	N	I	ACT = Until end of CY in which agreement is terminated; LEGCON; La. R.S. 9:2772
14		Engineering Contracts	ACT	7 CY	ACT + 7 CY	P	S	N	I	ACT = Until end of CY in which agreement is terminated; LEGCON; 48 CFR 4.805
15		Entity-State and Other Agreements	ACT	10 CY	ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which agreement is terminated; LEGCON
16		Letter Bid Contracts	ACT	10 CY	ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which agreement is terminated; LEGCON
17		Professional/ Consulting Services Contracts	ACT	5 CY	ACT + 5 CY	P	S	N	I	ACT = Until end of CY in which agreement is terminated; LEGCON; La. R.S. 9:2772
18		Bids -- Selected	ACT	3 CY	ACT + 3 CY	P	S	N	I	ACT = Until end of CY in which bid is selected; CORBUS
19		Bids -- Rejected	ACT	1 CY	ACT + 1 CY	P	S	N	I	ACT = Until end of CY in which challenges conclude; CORBUS
20		Proposals and Requests	ACT	3 CY	ACT + 3 CY	P	S	N	I	ACT = Until end of CY in which proposal or request is made; CORBUS

Permitted Retention Period Abbreviations:
 ACT - Active Period (when used define term in remarks column)
 FY - Fiscal Year (July 1 - June 30)
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Security Status Codes:
 P - Public Record
 M - May Contain Confidential Information
 C - Confidential Information
 Archival Processing Codes:
 A - Transfer to State Archives
 R - Retain in Agency Archives
 S - Review by State Archives
 O - Other (Specify in Remarks)

Agency Approval: 

Date Signed: 9/25/15
 Secretary of State, State Archives & Records Services
 Date Approved: 10/8/15
 amended

Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History

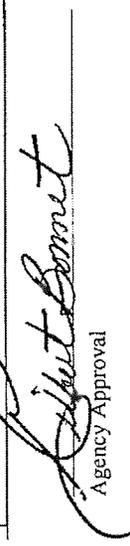
Post Office Box 94125, Baton Rouge, LA 70804

SS ARC 932 (01/12)

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Http://www.sos.la.gov

Agency No	Agency / Division / Section	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
			In Office	In Storage	Total Retention					
	DOTD / Finance								Indicate Use of Form <input type="checkbox"/> ORIGINAL SUBMISSION <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> REPLACEMENT PAGE <input type="checkbox"/> ADDENDUM PAGE	
21	Accounts Receivable		ACT	3 FY	ACT + 3 FY	P	S	N	ACT = Until end of FY in which record was created or received; AFTACC	
22	Accounts Payable		ACT + 5 FY		ACT + 5 FY	P	S	N	ACT = Until end of FY in which final payment from funding source is received; AFTACC	
23	Financial Closed Projects		ACT + 5 FY		ACT + 5 FY	P	S	N	ACT = Until end of FY in which project is completed	
24	Budget Records		ACT	3 FY	ACT + 3 FY	P	S	N	ACT = Until end of FY in which administrative use ends; AFTFIN; CORBUS	
25	Cash Management		ACT	3 FY	ACT + 3 FY	P	S	N	ACT = Until end of FY in which record was created or received; AFTCAP	
26	Loans, Credit, and Debt Collection		ACT	5 FY	ACT + 5 FY; 10 if escheat	P	S	N	ACT = Until end of FY in which agreement is terminated or completed; AFTCAP	
27	Financial Legacy Files		ACT + 5 FY		ACT + 5 FY	P	S	N	ACT = Until end of FY in which agency ceases to operate; AFTFIN	
28	Financial Federal Compliance		ACT + 5 FY		ACT + 5 FY	P	S	N	ACT = Until final payment from funding source is received or account closed; AFTFIN	
29	Financial Statement Work Papers		ACT + 5 FY		ACT + 5 FY	P	S	N	ACT = Until end of FY in which agency ceases to operate	
Permitted Retention Period Abbreviations		Security Status Codes			State Records Center Use		Agency Abbreviations			
ACT - Active Period (when used define term in remarks column)		P - Public Record			Y - Yes		Escheat - real estate or funds left to the state in the case of the property owner's death without a legal will			
FY - Fiscal Year (July 1 - June 30)		M - May Contain Confidential Information			N - No					
CY - Calendar Year (Jan 1 - Dec 31)		C - Confidential Information			Vital Record Identification Code					
AY - Academic Year (Aug 1 - July 31)		Archival Processing Codes			V = Vital					
FFY - Federal Fiscal Year (Oct 1 - Sept 30)		A - Transfer to State Archives			I = Important					
MO - Months WK - Week DY - Day(s)		R - Retain in Agency Archives			U = Useful					
PERM - Permanent		S - Review by State Archives								
		O - Other (Specify in Remarks)								


 Robert Bonnet
 Agency Approval

9/24/15
 Date Signed

Camie Martin, Clerk
 Secretary of State, State Archives & Records Services

10/8/15
 Date Approved

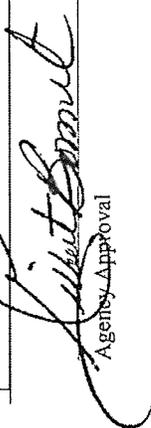
Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History
 Post Office Box 94125, Baton Rouge, LA 70804

SS ARC 932 (01/12)

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 RENEWAL
 REPLACEMENT PAGE
 ADDENDUM PAGE

Item Number	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks																																								
		In Office	In Storage	Total Retention																																													
36	Aviation Program Administration	ACT	5 CY	ACT + 5 CY	P	S	N	I	ACT = Until end of CY in which project final acceptance is received or funding source closes out; LEGCRP; AFTIFIN; EHSEQP; 49 USCS § 47121																																								
37	Airport Reference Files	ACT + 1 CY		ACT + 1 CY	P	S	N	I	ACT = Until end of CY in which administrative use ends																																								
38	Highway Safety Program Administration	ACT	10 CY	ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which administrative use ends; CORGOV; LEGCON;																																								
39	Intermodal Program Administration	ACT	5 CY	ACT + 5 CY	P	S	N	I	ACT = Until end of CY in which final acceptance is received; CORGOV; CORLOB																																								
40	Ports Priority Program Administration	ACT	5 CY	ACT + 5 CY	P	S	N	I	ACT = Until end of CY of disposition of asset; CORGOV; EHSEQP; LAC 56:III.2103																																								
41	Public Transportation Program Administration	ACT	10 CY	ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which grant closes; CORGOV																																								
42	Transportation Planning Program Administration	ACT	5 CY	ACT + 5 CY	P	S	N	I	ACT = Until end of CY in which administrative use ends; CORGOV																																								
43	Flood Plain Management	ACT		ACT + 5 CY	P	S	N	I	ACT = Until end of CY in which administrative use ends; CORGOV; 42 USCS § 4011 and § 4020																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Permitted Retention Period Abbreviations</th> <th>Security Status Codes</th> <th>State Records Center Use</th> <th>Agency Abbreviations</th> </tr> </thead> <tbody> <tr> <td>ACT – Active Period (when used define term in remarks column)</td> <td>P – Public Record</td> <td>Y – Yes</td> <td>FAA – Federal Aviation Administration</td> </tr> <tr> <td>FY – Fiscal Year (July 1 – June 30)</td> <td>M – May Contain Confidential Information</td> <td>N – No</td> <td></td> </tr> <tr> <td>CY – Calendar Year (Jan 1 – Dec 31)</td> <td>C – Confidential Information</td> <td></td> <td></td> </tr> <tr> <td>AY – Academic Year (Aug 1 – July 31)</td> <td>Archival Processing Codes</td> <td>Vital Record Identification Code</td> <td></td> </tr> <tr> <td>FFY – Federal Fiscal Year (Oct 1 – Sept 30)</td> <td>A – Transfer to State Archives</td> <td>V = Vital</td> <td></td> </tr> <tr> <td>MO – Months</td> <td>R – Retain in Agency Archives</td> <td>I = Important</td> <td></td> </tr> <tr> <td>WK – Week</td> <td>S – Review by State Archives</td> <td>U = Useful</td> <td></td> </tr> <tr> <td>DAY – Day(s)</td> <td>O – Other (Specify in Remarks)</td> <td></td> <td></td> </tr> <tr> <td>PERM – Permanent</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>										Permitted Retention Period Abbreviations	Security Status Codes	State Records Center Use	Agency Abbreviations	ACT – Active Period (when used define term in remarks column)	P – Public Record	Y – Yes	FAA – Federal Aviation Administration	FY – Fiscal Year (July 1 – June 30)	M – May Contain Confidential Information	N – No		CY – Calendar Year (Jan 1 – Dec 31)	C – Confidential Information			AY – Academic Year (Aug 1 – July 31)	Archival Processing Codes	Vital Record Identification Code		FFY – Federal Fiscal Year (Oct 1 – Sept 30)	A – Transfer to State Archives	V = Vital		MO – Months	R – Retain in Agency Archives	I = Important		WK – Week	S – Review by State Archives	U = Useful		DAY – Day(s)	O – Other (Specify in Remarks)			PERM – Permanent			
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 Agency Approval

Date Signed 9/24/15

Secretary of State, State Archives & Records Services
Came Martin, Clerk

Date Approved 10/8/15

Records Retention Schedule

Louisiana Secretary of State, Division of Archives, Records Management and History
 Post Office Box 94125, Baton Rouge, LA 70804

SS ARC 932 (01/12)

Http://www.sos.la.gov

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Indicate Use of Form

Agency No	Agency / Division / Section	DOTD / Project Design and Delivery	Records Series Title	Retention Period			Security	Archival	State Records Center	Vital	Remarks
				In Office	In Storage	Total Retention					
44			As-Built Plans	ACT + 10 CY		ACT + 10 CY	P	S	N	I	ACT = Until end of CY of disposition of asset; EHSMFG
45			Design and Construction Project Files	ACT	6 CY	ACT + 6 CY	P	S	N	I	ACT = Until end of CY in which final acceptance is received; EHSMFG
46			Design Manuals and Standards	ACT + 10 CY		ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which agency ceases to operate; EHSMFG
47			Engineering Design Files	ACT + 10 CY		ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which agency ceases to operate; EHSMFG
48			Environmental Analysis and Reporting	ACT	6 CY	ACT + 6 CY	P	S	N	I	ACT = Until end of CY in which final acceptance is received; EHSWTR; EHSTNK; EHSAIR; EHSWST; EHSMAZ; LAC 33
49			Environmental Feasibility	ACT	6 CY	ACT + 6 CY	M	S	N	I	ACT = Until end of CY in which final acceptance is received; EHSWTR; EHSTNK; EHSAIR; EHSWST; EHSMAZ; LAC 33; 33 CFR 114.10
50			Construction Materials Evaluation and Analysis	ACT	6 CY	ACT + 6 CY	P	S	N	I	ACT = Until end of CY in which final acceptance is received; 49 CFR 193.2521
51			Bonded Project Files	ACT	3 CY	ACT + 3 CY	P	S	N	I	ACT = Until end of CY in which final redemption date of bond occurs; 26 CFR 1.6001-1e
52			Environmental Permits	ACT	10 CY	ACT + 10 CY	P	S	N	I	ACT = Until end of CY in which permit is terminated; EHSEQP

Permitted Retention Period Abbreviations ACT – Active Period (when used define term in remarks column) FY – Fiscal Year (July 1 – June 30) CY – Calendar Year (Jan 1 – Dec 31) AY – Academic Year (Aug 1 – July 31) FFY – Federal Fiscal Year (Oct 1 – Sept 30) MO – Months WK – Week DY – Day(s) PERM – Permanent	Security Status Codes P – Public Record M – May Contain Confidential Information C – Confidential Information Archival Processing Codes A – Transfer to State Archives R – Retain in Agency Archives S – Review by State Archives O – Other (Specify in Remarks)	State Records Center Use Y – Yes N – No Vital Record Identification Code V = Vital I = Important U = Useful
Agency Approval  Date Signed: 9/21/15	Secretary of State, State Archives & Records Services Chloe Martin, CRM Date Approved: 10/8/15	Agency Abbreviations

