

REQUEST FOR PROPOSAL
OF
Information Technology Audit Services



RFP #164

October 25, 2016
10:00 AM (CST)

BREC
Recreation and Parks Commission for the Parish of East Baton Rouge
9/19/16

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background.....	
	1.1.1 Purpose.....	
	1.1.2 Goals and Objectives.....	
1.2	Definitions.....	
1.3	Schedule of Events.....	
1.4	Proposal Submittal.....	
1.5	Proposal Response Format.....	
	1.5.1 Number of Response Copies.....	
	1.5.2 Legibility/Clarity.....	
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	
1.7	Proposal Clarifications Prior to Submittal.....	
	1.7.1 Pre-proposal Conference.....	
	1.7.2 Proposer Inquiry Period.....	
1.8	Errors and Omissions in Proposal.....	
1.9	Proposal Guarantee.....	
1.10	Performance Bond.....	
1.11	Changes, Addenda, Withdrawals.....	
1.12	Withdrawal of Proposal.....	
1.13	Material in the RFP.....	
1.14	Waiver of Administrative Informalities.....	
1.15	Proposal Rejection.....	
1.16	Ownership of Proposal.....	
1.17	Cost of Offer Preparation.....	
1.18	Non-negotiable Contract Terms.....	
1.19	Taxes.....	
1.20	Proposal Validity.....	
1.21	Prime Consultant Responsibilities.....	
	1.21.1 Corporation Requirements.....	
1.22	Use of Subcontractors.....	
1.23	Written or Oral Discussions/Presentations.....	
1.24	Acceptance of Proposal Content.....	
1.25	Evaluation and Selection.....	
1.26	Contract Negotiations.....	
1.27	Contract Award and Execution.....	
1.28	Notice of Intent to Award.....	
1.29	Debriefings.....	
1.30	Insurance Requirements.....	
1.31	Sub consultant Insurance.....	
1.32	Indemnification.....	
1.33	Fidelity Bond Requirements.....	

PART I. ADMINISTRATIVE AND GENERAL INFORMATION (Continued)

1.34 *Payment for Services*.....

1.35 *Termination*.....

 1.35.1 *Termination of this Agreement for Cause*.....

 1.35.2 *Termination of this Agreement for Convenience*.....

 1.35.3 *Termination for Lack of Appropriated Funds*.....

1.36 *Assignment*.....

1.37 *No Guarantee of Quantities*.....

1.38 *Audit of Records*.....

1.39 *Civil Rights Compliance*.....

1.40 *Record Retention*.....

1.41 *Record Ownership*.....

1.42 *Content of Contract/Order of Precedence*.....

1.43 *Contract Changes*.....

1.44 *Substitution of Personnel*.....

1.45 *Governing Law*.....

1.46 *Claims or Controversies*.....

1.47 *Proposer's Certification of OMB A-133 Compliance*.....

PART II. SCOPE OF WORK/SERVICES

2.1 *Scope of Work/Services*.....

2.2 *Period of Agreement*.....

2.3 *Price Schedule*.....

2.4 *Deliverables*.....

2.5 *Location*.....

2.6 *Proposal Elements*.....

 2.6.1 *Financial*.....

 2.6.2 *Technical*.....

PART III. EVALUATION

3.1 *Financial Proposal (Minimum Value of Points)*.....

3.2 *Technical Proposal (Value of Points)*.....

PART IV. PERFORMANCE STANDARDS

4.1 *Performance Requirements*.....

4.2 *Performance Measurement/Evaluation*.....

PART V. FEDERAL CLAUSES

REQUEST FOR PROPOSAL FOR IT AUDIT SERVICES

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

BREC is seeking the services of a qualified firm to conduct a review of its general IT controls and identify unmitigated or potential risks, make recommendations to the IT management team, and assist BREC's new Internal Audit department with creating an audit program for IT controls. The scope of this RFP excludes application and software controls.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by BREC governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing services to audit BREC's IT infrastructure and end user environment in accordance with established control frameworks (ie. COSO, COBIT, ITIL, and others).

1.1.2 Goals and Objectives

The Internal Audit department desires to establish an audit program for conducting assurance audits of its IT infrastructure and end user computing environment, to provide senior management with an assessment of its current IT control environment and its IT department management with recommendations on ways to strengthen current IT controls.

1.2 Definitions

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The terms "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denote desirable.
- E. Contractor- Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of BREC authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.

H. Department- Department for whom the solicitation is issued.

I. Director- Director of Finance

J. BREC- Recreation and Parks Commission for the Parish of East Baton Rouge

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

L. Proposer- any person or vendor seeking a contract with BREC

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP mailed to prospective proposers</i>	<i>10/4/16</i>
<i>Pre-Proposal Conference</i>	<i>n/a</i>
<i>Deadline to receive written inquiries</i>	<i>10/11/16</i>
<i>Deadline to answer written inquiries</i>	<i>10/18/16</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>10/25/16</i>
<i>Oral discussions with proposers</i>	<i>n/a</i>
<i>Notice of Intent to Award to be mailed</i>	<i>November 1, 2016</i>
<i>Contract Initiation</i>	<i>Upon Issuance of Notice of Intent</i>

- Pre-proposal conference attendance is not mandatory, but it is strongly urged.

NOTE: BREC reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing ***October 25, 2016***

Important - - Clearly mark outside of envelope, box or package with OR include in the subject line of emails, the following information and format:

- X **Proposal Name:** _____
- X **Solicitation No.** _____
- X **Proposal Opening Date & Time :** _____

Or deliver via hand or courier to our physical location at:

BREC
Baton Rouge Parks Commission for the Parish of East Baton Rouge
6201 Florida Blvd
Baton Rouge, LA 70806

Or mailed to:

BREC
Baton Rouge Parks Commission for the Parish of East Baton Rouge
6201 Florida Blvd
Baton Rouge, LA 70806

Electronic copies of the proposal can be emailed to, andrea.roberts@brec.org or jmartinez@brec.org, but hard copies (originals) must be received to our office by October 25, 2016 at 10:00 a.m. to be considered.

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

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

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

1.5 Proposal Response Format

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

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with BREC. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
 1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

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

The cover letter should also:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing ability to comply with the RFP requirements.
- E. **Project Schedule**: Detailed schedule of implementation plan and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- F. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Consultant wishes to have considered in the contractual arrangement with BREC.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Two (2) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6.)

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted

or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

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

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

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

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

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

Not applicable to this RFP.

1.7.2 Proposer Inquiry Periods

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

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

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

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46)during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <http://wwwprd.doa.louisiana.gov/osp/lapac/deptbids.asp> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

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

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

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

BREC
Baton Rouge Parks Commission of East Baton Rouge
6201 Florida Blvd
Baton Rouge, LA 70806

E-Mail: roshunda.ward-latigue@brec.org Phone: (225)273-6422

1.8 Errors and Omissions in Proposal

BREC will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: BREC reserves the right to make corrections or clarifications due to patent errors identified in proposals by BREC or the Proposer. BREC, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee (if required)

Not required for this RFP.

1.10 Performance Bond (if required)

Not required for this RFP.

1.11 Changes, Addenda, Withdrawals

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

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

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

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

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

Failure to submit all non-mandatory information requested may result in BREC requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

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

1.17 Cost of Offer Preparation

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

1.18 Non-negotiable Contract Terms

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

1.19 Taxes

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

1.20 Proposal Validity

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

1.21 Prime Consultant Responsibilities

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

1.21.1 Corporation Requirements

Upon the award of the contract, if the consultant is a corporation and not incorporated under the laws of the State of Louisiana, the consultant shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

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

If services are to be performed in East Baton Rouge, evidence of a current occupational license and/or permit issued by BREC shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

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

BREC is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

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

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions/presentations for clarification may be conducted to enhance BREC understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

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

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to BREC's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and BREC may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by BREC Commission prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

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

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

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

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

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC, price and other factors considered.

BREC intends to award to a single Proposer.

1.28 Notice of Intent to Award

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

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

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-272-9200 or E-mail to roshunda.ward-latigue@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

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

1.30 Insurance Requirements

Consultant shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). 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 BREC before work commences. BREC reserves the right to require complete certified copies of all required policies, at any time.

1.31 Sub consultant Insurance

Not required for this RFP.

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements

Not required for this RFP.

1.34 Payment for Services

Each individual department shall pay Consultant in accordance with the Pricing Schedule set forth. The Consultant may invoice the department monthly. Payments will be made by BREC within approximately thirty (30) days after receipt of a properly executed invoice. Invoices shall include the RFP number provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause- BREC may terminate this contract for cause based upon the failure of the consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that BREC shall give the Consultant written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the consultant shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

1.35.2 Termination of this Agreement for Convenience - BREC may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

1.35.3. Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing BREC to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, BREC shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

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

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by BREC to increase or decrease the amount, at the unit price stated in the proposal.

Neither BREC nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

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

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

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

1.43 Contract Changes

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

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

1.44 Substitution of Personnel

BREC intends to include in any contract resulting from this RFP the following condition:

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

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by BREC's procurement process or award, may file a protest. It must be submitted in writing to the Director of Finance and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

BREC will take action on protests within fifteen (15) days of the receipt thereof. BREC may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Superintendent's Office. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) is a political subdivision of the state of Louisiana and develops, maintains, and operates public parks and recreational facilities. BREC has more than 180 parks including a unique mix of facilities, including 12 community parks, 20+ recreation centers, four swimming pools and seven golf courses. As of July 2016, BREC is establishing its first Internal Audit (IA) function within the agency. As part of this establishment, a baseline risk assessment and review of the agency's IT infrastructure and computing controls is desired along with an audit program to be used as a guide in future audits and internal consulting engagements.

The scope of services described herein requires the Consultant to work with BREC's internal auditor to plan and execute a review of the agency's IT controls. The planning phase of the review should include the development of an audit program for the planning of future internal IT engagements as well as procedures for the contracted review engagement. The execution phase must include the execution of a risk-based plan for testing controls as well as documentation of working papers to be retained by IA. The testing procedures shall be designed using established internal control frameworks (ie. COSO, COBIT, ITIL, etc.) and shall be customized using best practices in the public sector. The scope of the review shall be:

- Management oversight of the IT function and information systems
 - IT Governance and Oversight
 - Risk Management
 - Strategic Planning
 - Information Systems Audit
 - Information Security Policies and Procedures
 - Insurance Coverage over IT Resources
 - Social Media Controls, as relevant
- Computer operations
 - Business Continuity Planning and Disaster Recovery Planning
 - Vendor Management
 - Separation of Duties between Users
 - Back-up and Recovery of Records
 - Development and Change Management Standards
- End-user computing
 - User Access Administration
 - System Administrators
 - End User Training
 - Acceptable Use Acknowledgments
- Physical Security of Managed Data Centers
- Networking and Data Security Policy and Procedure Review

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about November 1, 2016.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Consultant wishes BREC to consider for proposed services (items, etc). Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

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

- IT audit program
- Final report (containing noted concerns and recommendations)
- Working papers

2.5 Location

There will be various locations throughout East Baton Rouge Parish yet the primary administrative site will be in BREC's Administrative Building 6201 Florida Blvd, Baton Rouge, LA 70806.

2.6 Proposal Elements – See Attachment B1

2.6.1 Financial

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

2.6.2 Technical

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

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for director, associate director, manager, senior, staff and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

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

PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to BREC, not on the basis of what may be inferred.

3.1 Financial Proposal (25 Points)

The cost evaluation will be based upon the total hourly amount for project management and grants administration. All hourly costs must be filled in by the proposer. The respondent with the lowest "total hourly amount for project management and grants administration" will receive 25 points for the cost category. The remaining respondents will receive a score based upon the following formula:

$$CS = (LPC/RC*25)$$

CS = Compared cost score for respondent

LPC = Lowest proposed cost for all respondents

RC = Respondent's cost

No respondent will get less than 15 for cost evaluation. Note: The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by BREC.

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

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to BREC, price and other factors considered.

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

The proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other proposers will receive cost points in accordance with the following $CC = (LPC/PC \text{ divided by } MAP)$. $CC = \text{computed cost}$, $LPC = \text{lowest proposed cost}$, $PC = \text{proposer's cost}$ and $MAP = \text{maximum allocated points}$

3.2 Approach and Methodology (50 Points)

The evaluation team will evaluate the proposer's overall approach for providing the services and satisfying the requirements of the RFP. The items that will be evaluated include:

Approach — The Proposer's approach to the engagement. Evaluators will be looking for the following items:

- Project Organization (including identification and role of sub Consultants)
- Organizational Chart
- Planning procedures
- Quality Assurance
- Reporting Methodology
- Evidence that approach reflects sufficient knowledge and experience with both governmental agencies as well as applicable internal control frameworks
- Completeness in addressing the full spectrum of required staffing services in the Statement of Work.

3.3 Resumes, Proposed Staff Qualifications (25 Points)

The evaluation team will assess the quality of the resumes of the staff supplied by the Proposer. If sub Consultants will be used, the resumes from the sub Consultants will also be reviewed.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

As outlined in Scope of Services (See Attachment A)

4.2 Performance Measurement/Evaluation

As outlined in Part III (Evaluation)

Part V. FEDERAL CLAUSES

5.1 CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

5.2 ANTI-KICKBACK CLAUSE

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

5.3 CLEAN AIR ACT

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

5.4 ENERGY POLICY AND CONSERVATION ACT

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

5.5 CLEAN WATER ACT

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

5.6 ANTI-LOBBYING AND DEBARMENT ACT

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



Attachment A

Scope of Services

SCOPE OF SERVICES

Tasks and Services

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) is a political subdivision of the state of Louisiana and develops, maintains, and operates public parks and recreational facilities. BREC has more than 180 parks including a unique mix of facilities, including 12 community parks, 20+ recreation centers, four swimming pools and seven golf courses. As of July 2016, BREC is establishing its first Internal Audit (IA) function within the agency. As part of this establishment, a baseline risk assessment and review of the agency's IT infrastructure and computing controls is desired along with an audit program to be used as a guide in future audits and internal consulting engagements.

The scope of services described herein requires the Consultant to work with BREC's internal auditor to plan and execute a review of the agency's IT controls. The planning phase of the review should include the development of an audit program for the planning of future internal IT engagements as well as procedures for the contracted review engagement. The execution phase must include the execution of a risk-based plan for testing controls as well as documentation of working papers to be retained by IA. The testing procedures shall be designed using established internal control frameworks (ie. COSO, COBIT, ITIL, etc..) and shall be customized using best practices in the public sector. The scope of the review shall be:

- Management oversight of the IT function and information systems
 - IT Governance and Oversight
 - Risk Management
 - Strategic Planning
 - Information Systems Audit
 - Information Security Policies and Procedures
 - Insurance Coverage over IT Resources
 - Social Media Controls, as relevant
- Computer operations
 - Business Continuity Planning and Disaster Recovery Planning
 - Vendor Management
 - Separation of Duties between Users
 - Back-up and Recovery of Records
 - Development and Change Management Standards
- End-user computing
 - User Access Administration
 - System Administrators
 - End User Training
 - Acceptable Use Acknowledgments
 - Physical Security of Managed Data Centers
- Networking and Data Security Policy and Procedure Review

**ATTACHMENT B
PROPOSAL FORM
IT Audit Services**

Sealed proposals will be received until 10:00 AM, Local Time October 25, 2016 by the Purchasing Division, 6201 Florida Blvd, Rm 1801, Baton Rouge, La 70806 Immediately after (time) P.M. of the same day and date, proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS _____

DATE _____

BREC
Finance Director
6201 Florida Blvd
Baton Rouge, LA 70806

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

RFP #164 IT AUDIT SERVICES

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to BREC all insurance certificates required for the project within fifteen (15) calendar days after receiving notice of award from BREC.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about November 1, 2016 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Consultant wishes to have considered in the contractual arrangement with BREC. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

AFFIDAVIT

BREC

Recreation and Parks Commission for the Parish of East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

IT AUDIT SERVICES

a public project of BREC, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____.
Baton Rouge, Louisiana.

NOTARY PUBLIC

**APPENDIX B-1
PRICING SCHEDULE**

Other Costs:

1. Professional Service Rates* (a single hourly rate is required here):

<u>Position</u>	<u>Hourly Rate</u>
Director	
Associate Director	
Manager	
Senior	
Staff	
Blended Rate	
Other	

This Pricing Schedule is expected to vary for each RFP. Contact our office for assistance in developing, if required.

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with BREC, for
the Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the
Finance Director of BREC, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____ ;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 20__ , as said resolution appears
of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY



Attachment D

Sample Contract for Information Technology Audit Services

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between BREC, herein referred to as BREC and _____ herein referred to as “Consultant

Consultant shall provide consulting services as described herein for:

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) is a political subdivision of the state of Louisiana and develops, maintains, and operates public parks and recreational facilities. BREC has more than 180 parks including a unique mix of facilities, including 12 community parks, 20+ recreation centers, four swimming pools and seven golf courses. As of July 2016, BREC is establishing its first Internal Audit (IA) function within the agency. As part of this establishment, a baseline risk assessment and review of the agency’s IT infrastructure and computing controls is desired along with an audit program to be used as a guide in future audits and internal consulting engagements.

The scope of services described herein requires the Consultant to work with BREC’s internal auditor to plan and execute a review of the agency’s IT controls. The planning phase of the review should include the development of an audit program for the planning of future internal IT engagements as well as procedures for the contracted review engagement. The execution phase must include the execution of a risk-based plan for testing controls as well as documentation of working papers to be retained by IA. The testing procedures shall be designed using established internal control frameworks (ie. COSO, COBIT, ITIL, etc..) and shall be customized using best practices in the public sector. The scope of the review shall be:

- Management oversight of the IT function and information systems
 - IT Governance and Oversight
 - Risk Management
 - Strategic Planning
 - Information Systems Audit
 - Information Security Policies and Procedures
 - Insurance Coverage over IT Resources
 - Social Media Controls, as relevant
- Computer operations
 - Business Continuity Planning and Disaster Recovery Planning
 - Vendor Management
 - Separation of Duties between Users
 - Back-up and Recovery of Records

- Development and Change Management Standards
- End-user computing
 - User Access Administration
 - System Administrators
 - End User Training
 - Acceptable Use Acknowledgments
- Physical Security of Managed Data Centers
- Networking and Data Security Policy and Procedure Review

Consultant agrees to proceed, upon written notice of the Director of _____, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by BREC. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as specified in Attachment A.

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

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

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by BREC Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: BREC shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and BREC shall not be bound until such time as a Contract is fully executed between BREC and the Consultant and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of BREC, and BREC shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: BREC may terminate this contract for cause based upon the failure of the consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that BREC shall give the consultant written notice specifying the Consultant's failure. If within ___ days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ___ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the consultant shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

BREC may terminate this Agreement at any time by giving ___ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

Should BREC find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ___ days notice given by BREC in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from BREC of ___ days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from BREC during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Finance or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONSULTANT OBLIGATION: Consultant shall be an independent consultant under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent consultant hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with BREC interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those

regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Consultant agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

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

RIGHT TO AUDIT: BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of BREC.

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

All financial, statistical, personal, technical and other data and information relating to BREC's operations which are designated confidential by the State and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BREC. The identification of all such confidential data and information as well as BREC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BREC in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by BREC to be adequate for the protection of BREC's confidential information, such methods and procedures may be used, with the written consent of BREC, to carry out the intent of this paragraph. The Consultant 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 Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

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

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.

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 approval by both parties.

IN WITNESS WHEREOF, BREC and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**Parks and Recreation for the
PARISH OF EAST BATON ROUGE**

By _____

Title _____

Consultant

By _____

Title _____

Typed Name and Title

