

**STATE OF LOUISIANA  
INVITATION TO BID (ITB)**

**HOSTING  
LOUISIANA  
IMAGERY SERVICES**

*Issuing Agency:  
Division of Administration  
Office of Technology Services  
P.O. Box 44335  
Baton Rouge, LA 70804-4335*

*ITB Coordinator:  
Martin Bruno*

**File Number: 1000183855**

**Solicitation Number: 3000012059**

**Bid Opening Date: March 7, 2019**

**Bid Opening Time: 10:00 A.M. (CT)**

**Office of State Procurement  
1201 N. Third Street  
Suite 2-160  
Baton Rouge, La. 70802**

# **Part I. Scope, Evaluation, Selection, and Award**

## **1.1 Scope**

This ITB solicits bids for hosting Louisiana Imagery Service.

The Contractor must provide the infrastructure required, as defined in the imagery specifications in Attachment I – Louisiana Imagery Service Scope of Services, to host Louisiana Imagery Service and serve it to the entire Louisiana Department of Transportation & Development (DOTD) customer base. DOTD’s customer base consists of Federal, State and Local government agencies and their constituents (approximately four thousand five hundred customers). The imagery must be fully integrated with DOTD’s Esri Geographic Information System (GIS) software platform and adhere to Louisiana’s imagery specifications listed in Attachment I – Louisiana Imagery Service Scope of Services.

The term of any contract resulting from this bid shall be effective for an initial period of twelve (12) months, unless otherwise terminated in accordance with the termination provisions of this bid. At the option of the State of Louisiana and acceptance by the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

## **1.2 Definitions**

**AOI** – Area of Interest utilized to help define a geographic extent on a map

**Datum** – a set of points associated with a position measurement on the surface of the earth

**DOTD** – Louisiana Department of Transportation & Development

**Esri** – Environmental Systems Research Institute is the provider of DOTD’s GIS software

**GCS** – Ground Control Services Guidelines are a set of imagery standards to assure positional accuracy

**GIS** – Geographic Information System

**GOHSEP** – Governor’s Office of Homeland Security and Emergency Preparedness

**Imagery Service** – Rest services providing imagery

**KML** – Keyhole Markup Language is an XML file of geographic data

**LiDAR** – Light Detection and Ranging is a method of remote sensing utilized to evaluate the surface of the earth with lasers determining complex x,y,z measurements

**NAD83** – North American Datum is a 1983 geocentric datum and geographic coordinate system that obtains its measurement information from satellite and terrestrial data. NAD83 was established in 1983

**NAIP** – The National Agriculture Imagery Program is responsible for creating a GIS base layer to maintain common land unit boundaries and provides moderate resolution nationwide imagery.

**Projection** – In GIS a measurable grid utilized to locate curvature of the earth's surface on a two dimensional surface map

**REST** – Representational State Transfer is a style and format for creating web services

**RGBN** – Red, green, blue and near-infrared imagery.

**SOAP** – Simple Object Access Protocol is utilized to allow software to communicate across an array of operating systems

**UTM** – Universal Transverse Mercator is a coordinate system that utilizes a grid-based method to specify locations on the surface of the earth

**WGS84** – World Geodetic System is a coordinate system composed of a reference ellipsoid, altitude data, and a geoid to describe the earth's size, shape, gravity, and geomagnetic fields

**WMS** – Web Map Service is a protocol standard utilized for providing Georeferenced imagery over the web

**WMTS** – Web Map Tile Service is utilized to get map tiles, features, and other map capabilities

### ***1.3 Evaluation and Selection***

All responses received as a result of this ITB shall be subject to evaluation by a duly authorized committee for the purpose of selecting the bidder with whom a contract may be negotiated.

### ***1.4 Basis of Evaluation and Selection***

The basis of evaluation and selection shall be as follows:

**1.4.1** The bid shall be evaluated to insure that all mandatory administrative requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.

**1.4.2** The bid shall be evaluated to insure that all mandatory technical requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid

without further consideration.

- 1.4.3** The next consideration shall be the total projected cost broken down by item (See Attachment IV – Cost Sheet).
- 1.4.4** The State reserves the right to require additional information from bidders, and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid information.
- 1.4.5** Bidders meeting mandatory requirements may be required to make oral presentations and/or equipment demonstrations. Failure to comply shall result in rejection of the bid.

### ***1.5 Preaward Negotiations***

Upon determination of which bidder is the apparent lowest responsive, responsible bidder, the State reserves the right to negotiate final contract terms with that bidder. If for any reason the apparent lowest responsive, responsible bidder does not agree to a contract, its bid shall be rejected and the State may then negotiate with the next lowest responsive, responsible bidder. An award shall be made only after the Office of State Procurement, Division of Administration, has approved the final contract form, and the proper purchasing authority has issued a purchase order.

**CAUTION: ANY BIDDER WHO SHIPS OR OTHERWISE EXPENDS TIME OR MONEY PRIOR TO AWARD AS DEFINED ABOVE, DOES SO AT THE BIDDER'S OWN RISK.**

### ***1.6 Award***

- 1.6.1** Award will be made on an all-or-none basis. The State reserves the right to reject any or all bids and waive any informalities.
- 1.6.2** The State is not liable for any cost incurred by the bidders prior to execution of a contract, and the issuance of a purchase order.

## **Part II. Mandatory Administrative Section**

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.

### ***2.1 Sealed Bid***

Each bidder shall submit one (1) signed original copy of its bid. Either the entire bid or the cost section shall be sealed.

### ***2.2 Bid Guarantee - NOT APPLICABLE TO THIS ITB***

### ***2.3 Performance Bond - NOT APPLICABLE TO THIS ITB***

### ***2.4 Notice To Bidders***

Each bidder is solely responsible for the accuracy and completeness of its bid.

### ***2.5 Calendar of Events***

Deadline to receive written inquiries: **February 15, 2019**

Deadline to answer written inquiries: **March 1, 2019**

Bid Opening Date and Time: **March 7, 2019 at 10:00am CT**

**NOTE: The State of Louisiana reserves the right to revise this calendar. Any such revision will be formalized by the issuance of an addendum to this ITB.**

### ***2.6 Bidder Inquiries***

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

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.5 Calendar of Events of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

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

Office of State Procurement  
Attention: Claire Shaheen  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [claire.shaheen@la.gov](mailto:claire.shaheen@la.gov)

Phone: (225)342-5491/ Fax: (225)342-9756

Only the person identified above or their designee has the authority to officially respond to Bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC\* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

\*Note: LaPAC is the State's online electronic bid posting and notification system resident on State Procurement's website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. 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.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on the Office of State Procurement website under vendor center at <http://www.doa.la.gov/osp/vendorcenter/regnhelp/index.aspx>.

## ***2.7 Changes, Addenda, Withdrawals***

If the bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the bidder, cross-referenced clearly to the relevant bid section, and should be submitted in a sealed envelope, prior to the bid opening. Such shall meet all requirements for the bid. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

## **2.8 Alternate Bids**

Alternate bids shall be submitted separately, as individual bids.

## **2.9 Bid Response Format**

The bid shall be in two (2) parts. Part I shall contain cost data. Part II shall contain documentation evidencing the bidder's compliance with the ITB requirements.

1. The costs associated with all Louisiana Imagery Service deliverables must be specified in the Contractor's response (Attachment IV – Cost Sheet).
2. A summary showing total costs for the contract period shall be included (Attachment IV – Cost Sheet).

**NOTE: All costs shall be firm for the term.**

Part II of the Bid Response may be formatted at the discretion of the bidder; however, the bidder shall document his ability to meet the requirements as set forth herein. Said documentation should be in detail. Any such documentation should be cross-referenced to the specific section numbers of this Invitation to Bid (ITB).

## **2.10 Delivery of Bids/Bid Opening**

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

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

If delivery by the U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the bid by the date and time specified in Section 2.5 Calendar of Events.

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

Office of State Procurement  
1201 N. Third Street  
Suite 2-160  
Baton Rouge, LA 70802

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidders should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

**Bids shall be opened publicly and the prices read aloud at the Office of State Procurement at 10:00 A.M. CT, on March 7, 2019.**

ALL BIDS BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

### ***2.11 Prime Contractor Responsibilities***

The selected bidder shall be required to assume responsibility for all items offered in his bid whether or not he produces them. Further, the State shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The State reserves the right to contract separately for maintenance with the equipment manufacturer.

### ***2.12 Acceptance of Bid Content***

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations shall result in the rejection of the bid. Non-mandatory ITB requirements may be negotiated with the successful bidder.

### ***2.13 Bidder's Insurance Requirements***

Bidder shall furnish the State with certificates of insurance effecting coverage(s) required by this ITB (See Attachment V - Insurance Requirements for Contractors). 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 State before work commences. The State reserves the right to require complete certified copies of all required polices at any time.

## **Part III. Non-Mandatory Administrative Requirements**

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS MAY BE CAUSE FOR REJECTION OF A BID WITHOUT FURTHER CONSIDERATION OR EVALUATION IF IT IS DETERMINED THAT THE VARIATION IS NOT IN THE BEST INTEREST OF THE STATE.

### ***3.1 Presentation***

Clarity of presentation is desired. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB. Elaborate bindings, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content. It is not necessary for the bidder to return the entire ITB package.

### ***3.2 Inclusion of Bidder Forms, Contracts, Extraneous Terms, etc.***

If the bidder has previously negotiated, and the State has accepted a contract which would be suitable for this acquisition, it should be included for information purposes.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed "material", which are attached or referenced with submissions, will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s) or a waiver of the State's rights set forth above.

Preprinted contract forms will not be considered in the evaluation, award, or in contract negotiations in accordance with La. R.S. 39:200 F.

### ***3.3 Number of Copies of Bid***

Four (4) additional copies of the bid are desired.

### ***3.4 Bid Validity***

All bids shall be considered valid for acceptance until final contract award, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

## **Part IV. Mandatory Technical Specifications**

Bidders are cautioned that all stated requirements in Attachment I - Louisiana Imagery Service Scope of Services are mandatory.

***4.1 Equipment Requirements - NOT APPLICABLE TO THIS ITB***

***4.2 Equivalents Acceptable - NOT APPLICABLE TO THIS ITB***

***4.3 Equipment Acceptability - NOT APPLICABLE TO THIS ITB***

## **Part V. Product Support**

### ***5.1 Level of Maintenance***

The Contractor must provide the infrastructure required to host the Louisiana Imagery Service and serve it to the entire DOTD customer base via web imagery services as described in Attachment I – Louisiana Imagery Service Scope of Services. The level of maintenance should allow the contractor to adhere to the Service Level Agreement referenced in the scope of services.

### ***5.2 Availability***

The Contractor will be responsible for the determination of appropriate technical implementation to assure continuous service as specified in Attachment I - Louisiana Imagery Service Scope of Services.

### ***5.3 Training Requirements***

The Contractor must provide training as to the use of the imagery services for desktop and web applications as stated in Attachment I - Louisiana Imagery Service Scope of Services.

### ***5.4 List of Users***

Bidder shall supply, upon request, a list of a minimum of three (3) customers of similar imagery services. i.e. other state or government agencies.

### ***5.5 Delivery - NOT APPLICABLE TO THIS ITB***

## **PART VI. Equipment Standard of Performance - NOT APPLICABLE TO THIS ITB**

## **Part VII. SPECIAL CONDITIONS AND CONTRACT CLAUSES**

The following terms and conditions shall be required in all contracts, however, the exact wording of these clauses, with the exception of those clauses denoted with an asterisk (\*), may be negotiated with the successful bidder. If applicable, the bidder may submit or refer to a Master Agreement entered into by the State in accordance with La. R.S. 39:198(J).

### ***\*7.1 Fiscal Funding***

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by the State as a result of this ITB shall include the following Fiscal Funding Clause:

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

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

### ***\*7.2 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 the 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 from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State 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, Materials or Services 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 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) State's unauthorized modification or alteration of a Product, Material or Service; (ii) State's use of the Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for 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 for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State 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.

## **7.3 General Contract Terms**

The following general terms shall be among those included in any ensuing contract:

### **\*7.3.1 Applicable Law**

All contracts entered into as a result of this bid, shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **\*7.3.2 Contract Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

### **\*7.3.3 Security**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at: <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

### **\*7.3.4 Confidentiality**

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which becomes available to the Contractor in carrying out the 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.

### **7.3.5 Assignment**

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

**7.3.6** No other documents other than the ITB, bidder's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.

**7.3.7** No company letterhead or logo shall be allowed on a contract document.

### **7.3.8 Late Payments**

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

### **7.3.9 Right to Audit**

The Louisiana State Legislative Auditor, federal auditors and internal auditors of the Division of Administration ("DOA") or others so designated by the DOA shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

### **7.3.10 Code of Ethics**

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



### **7.3.11 Waiver**

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

### **7.3.12 Taxes**

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

### **7.3.13 Warranties**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the Contract.

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

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **7.3.14 Contract Modifications**

No amendment or modification of the terms of the 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.

### **7.3.15 Severability**

If any term or condition of the 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 the Contract are severable.

### **7.3.16 Record Retention**

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

# Attachment I

## LOUISIANA IMAGERY SERVICE

### Scope of Services

#### INTRODUCTION:

The Contractor must provide the infrastructure required, as defined in the imagery specifications in Attachment I – Louisiana Imagery Service Scope of Services, to host the Louisiana Imagery Service and serve it to the entire DOTD customer base via web imagery services. The imagery service for Louisiana consist of multiple years of collected imagery from multiple sources. The imagery must be fully integrated with DOTD’s Esri Geographic Information System (GIS) software platform and adhere to DOTD’s imagery standards which are defined in the Ground Control Services Guidelines (GCS) in Attachment II.

#### BACKGROUND:

DOTD has digital aerial ortho-photography of the State that have been previously hosted as an imagery service to DOTD and its various operating sections for use in desktop and web mapping applications. DOTD is seeking to acquire similar services from a Contractor so that its operating sections are consistently using the same basemap for its work. The end deliverable(s) are web service(s) endpoint(s) that can be consumed in desktop and web applications, management and maintenance of the services, updating of services, training for using the services and reporting of activities related to the preceding.

The contract which provided an Imagery Service for the Statewide Topographic Mapping program used in the development and maintenance of the Layers for the Louisiana State Geodatabase as required by La R.S. 48:36 has expired and it is the desire of DOTD to continue this service using current NAIP imagery (full coverage by parish), 2010 GOHSEP imagery (statewide coverage), 2014 GOHSEP imagery (partial state coverage), and 2017 - Current DOTD Imagery that is being collected on-going. Updates from the on-going collection must be provided in accordance with the Imagery Deliverables listed in Attachment I – Louisiana Imagery Service Scope of Services.

The Contractor must supply the Imagery Service as a basic layer that provides reasonable certainty of ground registration or spatial reference for placement of geometric objects. DOTD has horizontal and vertical standards for the imagery and the on-going collection will follow these standards included in Attachment II – Ground Control Services Guidelines (GCS). It is understood that the Imagery Service will continue to meet these standards as applicable.

The Contractor will be responsible for the determination of appropriate technical implementation to assure continuous service. Service interruption and restoration will be the responsibility of the

Contractor providing a 99.5% uptime to the streaming services outside of normal maintenance activities and will provide a 24 hour on call service to support the Imagery Service.

The Contractor must provide usage monitoring of the hosted imagery service and monthly reports to DOTD staff about service utilization according to the reporting section below.

An electronic imagery sample is available to all bidders upon request. All requests are to be submitted via email to [claire.shaheen@la.gov](mailto:claire.shaheen@la.gov). Please note that GIS software is required to view the imagery sample.

The Contractor must be capable of hosting the imagery in accordance with DOTD's Imagery specifications listed in Attachment I – Louisiana Imagery Service Scope of Services. All deliverables below are mandatory and **must** be provided by contractor.

### **IMAGERY DELIVERABLES:**

1. A legacy tile cache mosaic of State provided 6" pixel imagery nominally dated 2010.
2. A 2010 metadata layer of all imagery AOI bounds with assumed ground accuracy and capture information.
3. A legacy tile cache mosaic of State provided 3" pixel imagery nominally dated 2014.
4. A 2014 metadata layer of all imagery AOI bounds with assumed ground accuracy and capture information.
5. 1 meter tile cache of satellite imagery (for use as the initial statewide view of imagery service, NAIP imagery).
6. New tile cache update of 2010 and 2014 imagery as provided by DOTD to the Contractor at determined intervals (2017 - Current DOTD imagery collection). Replace 2010/2014 imagery with DOTD collected imagery data as it becomes available.
7. New imagery will be either 6" or 4" resolution.
8. New imagery will be 4-band RGBN imagery.
9. New updated metadata layer of DOTD collected imagery AOI bounds with assumed ground accuracy and capture information.
10. Provide a basemap buffer that includes portions of States and the Gulf of Mexico adjacent to Louisiana. Texas to the west, Arkansas to the north, Mississippi to the east and the Gulf of Mexico to the south of Louisiana.

11. On-demand 24 hour support for the imagery services; email and phone number to customer service.
12. Training and documentation for end users (See additional information under the training section of Attachment I – Louisiana Imagery Service Scope of Services).
13. Two (2) to four (4) imagery updates annually. Scheduled updates will be at least one (1) month apart.

## **DOTD IMAGERY SERVICE SPECIFICATIONS:**

### **Imagery Specifications**

DOTD will collect all statewide imagery in 3-5 year intervals. This imagery will replace the GOHSEP 2010 and 2014 imagery.

New DOTD imagery: All statewide imagery will be collected at 8 bit, 6” resolution, and in metropolitan areas will be collected at 16 bit, 4” resolution.

All new imagery is collected as 4-band, RGBN imagery, DOTD projects require the utilization of near-infrared band for flora classification.

DOTD’s seamless mosaics processed with five percent low-loss compression and delivered as geotiff files. The contractor must be able to host these imagery geotiff files.

The infrastructure must have the space and ability to store and access the imagery described below on the hosted hardware with the hosted imagery service. DOTD plans to collect a total of eight (8) to ten (10) blocks each year beginning in 2019 (See Attachment III for the initial proposed 2019 imagery collection schedule; however, DOTD anticipates collecting up to thirty-three percent (33%) of the state annually). With a five percent (5%) compression rate, each block is approximately 1.25 terabytes of data. DOTD projects to produce between ten (10) and twelve (12) terabytes of imagery data per year and has accumulated approximated 4.2 terabytes of new imagery data to date in addition to the sixteen (16) terabytes of old imagery. This means the contractor must host between thirty-six (36) and sixty (60) terabytes of data depending on the actual replacement cycle of statewide imagery.

### **Service Layers**

Louisiana Metadata: All Metadata Shapes are visible at all Scales. All Metadata Layer Labels from 1:4,500,000 minimum scale with 1:40,000 maximum scale.

2014 GOHSEP 3 inch Imagery: Visibility from 1:1,800 minimum scale with no maximum scale; select coverage.

DOTD 3 inch Imagery: Visibility from 1:1,800 minimum scale with no maximum scale; DOTD imagery – Where available, this imagery will replace data from any previous imagery in the

service.

2010 GOHSEP 6 inch Imagery: Visibility from 1:6,350 minimum scale with no maximum scale; statewide coverage.

NAIP 1 meter Imagery: Visibility from 1:3,000,000 minimum scale with no maximum scale; NAIP imagery, statewide coverage with varying years by parish. The most current year should be used given that it is full coverage of the parish.

New DOTD 6 inch Imagery: Visibility from 1:6,350 minimum scale with no maximum scale

**Cache Scale and Levels**

Cache Scales and Levels are listed below: Scales are approximate and can be modified.

Level#	Reference Scale
0	1: 600,000,000 – No data
1	1: 300,000,000 – No data
2	1: 150,000,000 – No data
3	1: 75,000,000 – No data
4	1: 35,000,000 – No data
5	1: 17,500,000 – No data
6	1: 9,000,000 – No data
7	1: 4,500,000 – Approx. begin cache level using NAIP imagery – Metadata layer visible.
8	1: 2,250,000 – Approx. scale full state extent is visible.
9	1: 1,000,000
10	1: 500,000
11	1: 250,000
12	1: 125,000
13	1: 75,000
14	1: 40,000 – Maximum scale for metadata layer labels
15	1: 18,000
16	1: 9,000
17	1: 6,350 – Minimum scale for 2010 GOSHEP and current DOTD Imagery
18	1: 4,500
19	1: 1,800 – Minimum scale for 2014 GOHSEP and planned DOTD Imagery
20	1: 1,200
21	1: 500

DOTD has numerous web services, including cached services and understands that maintaining this number of cache levels increases the storage required to host the services. For this reason DOTD would like the Contractor to make recommendations as to the number of levels and at which scales. It is DOTD's suggestion that at a minimum, the Contractor shall cache from the

1:4,500,000 scale to the 1:500 scale. This will allow the end user to have a statewide extent to a scale accurate for determining roadway, hydrology, and other physical features for the purpose of editing and digitizing GIS data. It is understood that at the largest scale, the quality of some imagery provided may not meet the standards for imagery at a scale of 1:500; however, the imagery DOTD is now collecting will meet these standards. As DOTD collects new imagery at a higher resolution and therefore larger scale, the marginal data are to be replaced within the imagery service.

### **Datum and Projection**

The datum and projection of DOTD's GIS data and on-going imagery collection is UTM Zone 15, NAD 83 (GIS data) and WGS 84 (LiDAR & Imagery collections) meters projection. The datum and projection of the imagery services can be adjusted to the Contractor's needs if necessary, however the datum and projection is to be defined in the imagery service so that desktop and web applications can project on-the-fly to other appropriate datums and projections.

The Contractor will provide recommendations and best practices for desktop and web applications where datums and projections are not handled with on-the-fly functionality.

### **Service Level Agreement**

The bidder is required to submit a Service Level Agreement in line with industry standards for hosting the requested imagery services.

For example, some items that might be included on the Service Level Agreement include, but not limited to the following, are:

- Service Availability
- Outage Report
- Usage Report
- Maintenance Schedule
- Maintenance Policies
- 24x7 Contact and Support Info

### **Training**

The Contractor must provide training and support to users of the Louisiana Imagery Service in order to assure that software used by DOTD or its entire customer base has appropriate endpoints to access the Imagery Service. The Contractor must provide endpoints for WMS, WMTS, SOAP, REST, and KML. For example, DOTD utilizes desktop and web applications such as, but not limited to: Esri ArcGIS Suite of software, GlobalMapper, QGIS, Intergraph Geomedia, GeoServer, Google Earth, AutoDesk Suite of software, Microstation and related design packages.

The Contractor must provide electronic documentation (Adobe/Microsoft office) for training purposes. The training materials provided to DOTD's entire customer base must be easy to read and must clearly outline the steps required to utilize the imagery service. The Contractor must provide one (1) initial onsite training session for DOTD's GIS staff (up to 15 users) and

electronic documentation must be provided before the imagery service is available to DOTD.

### **Reporting**

The Contractor is to provide DOTD with reporting of activities related to management, maintenance, updating and training for the imagery services on a monthly basis. This includes but is not limited to:

- Service time available: This is understood to be number of hours in a month or number of days times 24 hours minus planned management, maintenance and updating activities that are preplanned.
- Service Up-Time: This is understood to be the hours service was available.
- Service Downtime: This is understood to be the hours service was not available.
- Scheduled management/maintenance/updating time: This is understood to be time allocated in advance when activities occur and services will be down during these times.
- Calculated Service Time: This is understood to be the total time the services actually were running during the service time available.
- Usage Log: This is to be reported as number of users and time services were accessed by the users.

### **Ownership**

- DOTD owns the rights of all the imagery utilized or modified during the contract period.
- The imagery must be returned to DOTD at the end of the contract period at the cost of the contractor.
- The imagery cannot be resold to another entity or used by another entity without the written consent of DOTD.
- It is desirable for DOTD to get a copy of all services utilized to render the hosted imagery to its customer.



# **Attachment II**

## **Ground Control Services Guidelines**

### **(GCS)**

***Guidelines for the use of the Ground Control Service in the GIS environment:***

1. It is the intent at this time for DOTD to use the imagery provided in the GCS as the base orthophotographic layer for statewide GIS development.
2. All spatial edits or interrogations of the GIS referencing a location will use the imagery as guidance for the situation on the ground.
3. It is strongly suggested that GIS users keep the Louisiana Imagery Service running when performing GIS tasks that require visualization or editing of GIS features.
4. As new imagery is made available, it will be added in order to support recognition of change in features on the ground.
5. All new imagery added will be spatially matched to the original base layer of imagery. DOTD must have the ability to make spatial adjustments to any imagery during normal updates.
6. Metadata will be maintained for each set of imagery used to establish capture dates and assumed horizontal accuracy.
7. Metadata will be served as bounding polygons surrounding each imagery set and “watermarked” onto the visible image frame so that users are aware of what imagery is being observed.
8. Metadata polygons may be served as a different “layer” to minimize clutter in screen display.
9. Digitized features will carry a confidence code that relates the source of the imagery used to the creation and maintenance of the feature.

- 10. An image server will be used to provide the orthophotographic layer to GIS users for map interrogation of local conditions and for geometric editing.
- 11. A current release document for the GCS will be available to users allowing the user to connect to the preferred endpoints of the current service.
- 12. Endpoints will be provided to users to allow the server to operate in their technical GIS environment. Endpoints are available for Microstation, Esri, and Google applications.
- 13. As the imagery may be updated as needed throughout each calendar year, it is the user’s responsibility to access the most current release information available from the DOTD GIS team.
- 14. DOTD anticipates an average of two to four updates annually.
- 15. The Contractor must utilize color matching on all hosted imagery.

**Geometric Quality Standards**

**General Description:**

Geometric Quality Standards (GQS) as it relates to DOTD data is the relative measure of how accurately DOTD features represent the real world in both position and shape. The three (3) basic components of Geometric Quality are positional accuracy, relative accuracy, and geometric aesthetics.

**Definitions:**

**Positional Accuracy:** Positional accuracy refers to the location of DOTD features relative to their real world location. DOTD's method for calculating positional accuracy is based on RMSE and Horizontal Accuracy (HA) statistical measurements. Similar methodology could expand DOTD’s positional accuracy standards to measure vertical accuracy (VA) as well.

**Root Mean Squared Error (RMSE):** The root-mean-squares summation is a statistical formula used to calculate multiple sources of error. RMSE is calculated by sampling known spatially accurate points (control points), and comparing them to the same location within DOTD data. Most often control points are captured using GPS at the right shoulder of streets. Taking the difference of each point pair is the basis for RMSE calculations. The complete RMSE formula is:

$$RMSE = \sqrt{\frac{1}{N} \sum_{i=1}^N (x_i - \hat{x}_i)^2}$$

**Horizontal Accuracy (HA):** HA is reported for ground distances at the 95 percent confidence level. This means that 95 percent of the positions in the dataset will have an error with respect to true ground position that is equal to or smaller than the reported accuracy value. The reported accuracy value reflects all uncertainties, including those introduced by geodetic control coordinates. HA is calculated by multiplying RMSE \* 1.7308 and is used to quantify DOTD's positional accuracy claims. The HA claim means that any feature in DOTD data will be within the stated HA distance of the real world feature location, 95% of the time. The minimum HA requirements for DOTD data are stated below:

Altitude ( Meters )	Positional RMSE ( Centimeters )	Altitude ( Meters )	Positional RMSE ( Centimeters )
500	13.1	3,000	41.6
1,000	17.5	3,500	48.0
1,500	23.0	4,000	54.5
2,000	29.0	4,500	61.1
2,500	35.2	5,000	67.6

**Relative Accuracy:** Relative accuracy encompasses two (2) major components: Topology and Proportionality. Topology specifically speaks to the way things interact with each other in terms of adjacency or connectivity. For example, if two (2) streets connect in reality, the segments that represent those streets must connect. Topology defines whether features touch each other, and on what side. Proportionality refers to relative positioning and size of features.

**Geometric Aesthetics:** Geometric aesthetics refers to shape and curvature of features. This is a somewhat subjective measure that attempts to capture the trend of a feature's shape relative to itself. DOTD not only requires horizontal accuracy and relative accuracy but also requires that all aligned features resemble their real world counterpart in shape and curvature.

**Resource Clarity (RC):**

Resource clarity refers to how clearly the real world can be understood (interpreted) from a given resource. Fuzzy images, GPS breadcrumb trails, etc. are more difficult to interpret than clear images or surveyed road casement vectors. Care will be taken to use the clearest resources available for each task.

**Ground Control:**

Ground control refers to the source data used to match map features to the ground. The better the ground control the more closely the map matches the actual location on the ground of the represented feature. It is assumed that the more accurate the ground control source, combined with the more care used to apply map features to the ground control, will lead to the highest result of the definitions shown above.

**Orthophotography:**

An aerial photograph geometrically corrected ("orthorectified") such that the scale is uniform: the photo has the same lack of distortion as a map. Unlike an uncorrected aerial photograph, an orthophotograph can be used to measure true distances, because it is an accurate representation of the Earth's surface, having been adjusted for topographic relief, lens distortion, and camera tilt.

Orthophotographs are commonly used in the creation of a Geographic Information System (GIS). Software can display the orthophoto and allow an operator to digitize or place line work, text annotations or geographic symbols (such as hospitals, schools, and fire stations). Some software can process the orthophoto and produce the line work automatically.

**Image Server:**

An image server is a hardware/software configuration that provides orthophotography as a background layer to a GIS editing and display environment.

**Tile Cache:**

A tile cache is a storage method for serving imagery at various scales allowing seamless viewing of the imagery regardless of zoom level. Typically the underlying display in the tile cache is made up of thousands of small tiles pre cached at specific zoom levels. A tile cache provides the user of the imagery a focused view of the imagery at an infinite "slippery map" view.

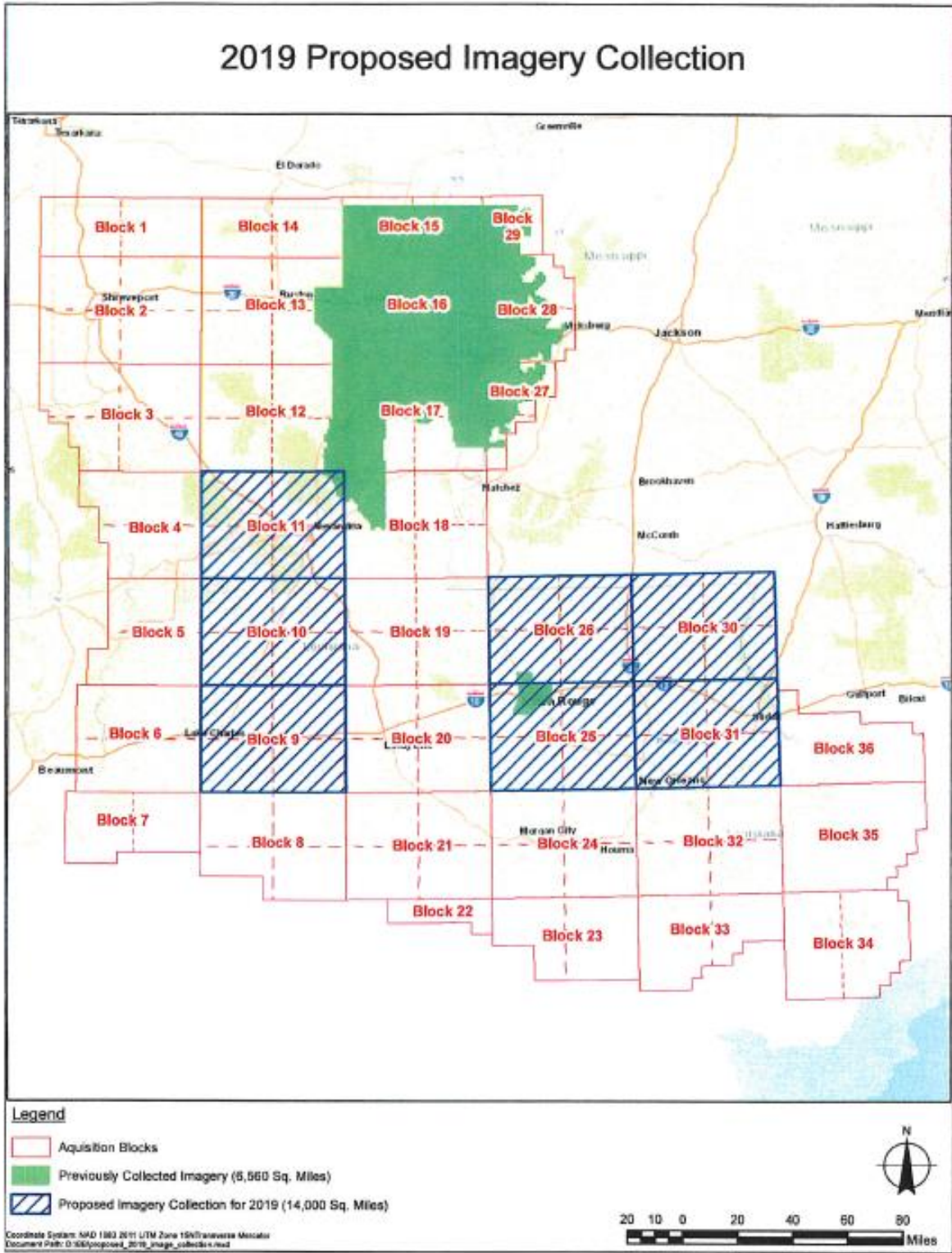
**Metadata:**

In the context of orthophotographic imagery services, metadata means documentation and storage of information related to the capture of the orthophotography used to provide ground control for the GIS.

**Endpoint:**

An internet "address" that allows the user to connect the service to their mapping software application.

# Attachment III



**Attachment IV**  
**LOUISIANA IMAGERY SERVICE**

**Cost Sheet**

The bidder must provide the hosting costs inclusive of all deliverables specified in Attachment I – Louisiana Imagery Service Scope of Services. This ITB is for one (1) year with the ability to extend for two (2) additional twelve (12) month periods at the same price, terms and conditions.

**A. Hosting Fee**

<u>Bid Price</u>	<u>UOM</u>	<u>Qty.</u>	<u>Extended Price</u>
_____	<u>Per month</u>	<u>12</u>	_____
<b>Total (Over 3 year term):</b>			_____

**ATTACHMENT V**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

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.

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that

compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

## **B. 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 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.