RE-BID REQUEST FOR PROPOSALS

for

DOTD RECORDS MANAGEMENT

RFP #: 3000013495
Proposal Due Date/Time: October 11, 2019 by 3:00 PM CT

State of Louisiana
Department of Transportation and Development

September 9, 2019
Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION ................................................................. 5
  1.1 Purpose .................................................................................................................................. 5
  1.2 Background .......................................................................................................................... 5
  1.3 Goals and Objectives ............................................................................................................ 6
  1.4 Term of Contract .................................................................................................................. 6
  1.5 Definitions & Acronyms ........................................................................................................ 7
  1.6 Schedule of Events ............................................................................................................... 8
  1.7 Proposal Submittal ............................................................................................................... 8
  1.8 Qualification for Proposer ................................................................................................... 9
    1.8.1 Mandatory Qualifications: ............................................................................................. 9
    1.8.2 Desirable Qualifications: .............................................................................................. 9
  1.9 Proposal Response Format .................................................................................................. 9
    1.9.1 Cover Letter .................................................................................................................. 9
    1.9.2 Table of Contents ......................................................................................................... 9
    1.9.3 Executive Summary ..................................................................................................... 9
    1.9.4 Company Background and Experience ................................................................... 10
    1.9.5 Approach and Methodology ....................................................................................... 10
    1.9.6 Proposed Staff Qualifications ..................................................................................... 10
    1.9.7 Veteran and Hudson Initiative Programs Participation ............................................. 11
    1.9.8 Cost Proposal ............................................................................................................ 12
    1.9.9 Certification Statement ............................................................................................... 12
    1.9.10 Outsourcing of Key Internal Controls: ................................................................. 12
  1.10 Number of Copies of Proposals .......................................................................................... 12
  1.11 Technical and Cost Proposals ............................................................................................. 13
  1.12 Legibility/Clarity ................................................................................................................ 13
  1.13 Confidential Information, Trade Secrets, and Proprietary Information .......................... 13
  1.14 Proposal Clarifications Prior to Submittal ................................................................. 14
    1.14.1 Pre-proposal Conference ........................................................................................... 14
    1.14.2 Proposer Inquiries .................................................................................................... 14
    1.14.3 Blackout Period ...................................................................................................... 15
  1.15 Error and Omissions in Proposal .................................................................................... 15
  1.16 Changes, Addenda, Withdrawals ................................................................................... 16
REQUEST FOR PROPOSAL
FOR
DOTD RECORDS MANAGEMENT

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose
The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing assistance in managing and improving the agency wide DOTD Records Management (RM) program. DOTD desires to move forward and continue to establish an efficient and sustainable RM Program which includes the ongoing monitoring and revision of RM policies and procedures, training to fully implement these policies, along with control measures to ensure that all DOTD Sections and Districts are in compliance.

To increase consistency, accuracy, and reliability of records stored in DOTD’s Electronic Document Management System (EDMS), the Agency piloted a centralized scanning operation with several DOTD Sections. Through the RM project DOTD desires to expand the centralized scanning operation throughout the Agency. While the procurement and implementation of the new EDMS will be outside the scope of the RM project resulting from this RFP, the RM project will be expected to assist in aligning the DOTD RM Program with the updated EDMS once the updated EDMS is in place.

1.2 Background
The Louisiana Department of Transportation and Development’s (DOTD) mission is to deliver transportation and public works systems that enhance quality of life and facilitate economic growth. We are committed to earning the public’s trust, and holding to the highest moral, ethical, and professional standards. One of the ways in which DOTD ensures that trust is through providing for continued access, security, and integrity of Agency records in accordance with the law. The DOTD Records Management Services group supports DOTD in this endeavor and seeks to meet and/or exceed the requirements outlined in the Louisiana Public Records Act, and is committed to the continuous analysis and constant improvement of its Records Management (RM) Program.

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

1. IBM’s Content Manager is used to store documents that are deemed necessary to keep for a long period of time.
2. Bentley’s ProjectWise is used, in conjunction with MicroStation, to store CADD files and related documents.
3. tsaAdvet’s Falcon is used to publish plans and Construction Proposal documents to the Internet.
4. The department recently started implementing SharePoint and some offices are using it to store documents that could be considered records.
5. Microsoft Exchange is the department’s email system and records are typically stored in .PST files located either on the computer hard drive or network server.
6. Records are often stored on the computer’s hard drives or network server. Data for several of major/critical systems are stored on network server; e.g. GIS and AASHTOWare Trns-port.
7. Intranet/Internet is often the only source for some of the department’s records.
8. Statewide ERP system (LaGov) went into production in 2010 and it is the only source for some of DOTD’s records.
9. DOTD has developed applications on their Mainframe Server since the 1980’s. Many of these database driven applications still exist, other applications have been “sunset” but data is still being viewed.

DOTD has requested and received an Imaging Application Exception from the Louisiana State Archives, allowing disposal of originals after they have been scanned and quality control has been performed on images stored in the Agency’s current implementation of the IBM Content Manager system. However, due to the limitations of Content Manager as implemented at DOTD, the Agency wishes to incorporate an updated centralized Electronic Document Management System (EDMS). The actual implementation of the new EDMS and the integration of the systems currently used by DOTD with the updated EDMS is outside the scope of this RFP.

Likewise, DOTD currently employs a federated scanning model throughout much of the Agency whereby individual Sections and Districts are responsible for scanning documents and records into IBM Content Manager. This has resulted in inconsistent metadata and difficulty in locating some documents and records in IBM Content Manager.

### 1.3 Goals and Objectives

DOTD desires to comply with federal and state laws and applicable standards related to Records Management. The objectives to be achieved through this contract in order to attain this goal includes:

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

### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about March 01, 2020 and is anticipated to end on February 28, 2023. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.
### 1.5 Definitions & Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AASHTOWare</td>
<td>The American Association of State Highway and Transportation Officials (AASHTO) is a standards setting body which publishes specifications, quality control protocols and guidelines which are used in highway design and construction throughout the United States. AASHTOWare is a software suite designed by transportation professionals for transportation professionals designed to help agencies comply with Federal Highway Administration regulations, AASHTO standards, and industry best practices.</td>
</tr>
<tr>
<td>Agency</td>
<td>Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.</td>
</tr>
<tr>
<td>Contractor</td>
<td>Any person having a contract with a governmental body; the selected proposer.</td>
</tr>
<tr>
<td>CT</td>
<td>Central Time</td>
</tr>
<tr>
<td>Discussions</td>
<td>For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.</td>
</tr>
<tr>
<td>DOA</td>
<td>Division of Administration</td>
</tr>
<tr>
<td>DOTD</td>
<td>Department of Transportation and Development</td>
</tr>
<tr>
<td>ERP</td>
<td>Enterprise Resource Planning system – software that incorporates the key business functions of an organization.</td>
</tr>
<tr>
<td>GIS</td>
<td>A geographic information system (GIS) is a system designed to capture, store, manipulate, analyze, manage, and present all types of geographical data.</td>
</tr>
<tr>
<td>LaGov</td>
<td>The ERP system employed by the State of Louisiana.</td>
</tr>
<tr>
<td>May and Can</td>
<td>The terms “may” and “can” denote an advisory or permissible action.</td>
</tr>
<tr>
<td>Must</td>
<td>The term “must” denotes mandatory requirements.</td>
</tr>
<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
</tr>
<tr>
<td>OTS</td>
<td>Office of Technology Services</td>
</tr>
<tr>
<td>Proposer</td>
<td>A firm or individual who responds to this RFP.</td>
</tr>
<tr>
<td>.PST file</td>
<td>Personal Storage Table (.pst) is an open proprietary file format used to store copies of messages, calendar events, and other items within Microsoft software such as Microsoft Exchange Client, Windows Messaging, and Microsoft Outlook.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RM</td>
<td>Records Management; an endeavor involving the administration of all business records throughout their lifecycle.</td>
</tr>
<tr>
<td>Record</td>
<td>Information in any format that documents an action or chronicles official duties or obligations (e.g. forms, papers, books, photographs, index cards, microfilms, drawings, audiotapes, video tapes, etc.)</td>
</tr>
<tr>
<td>Record Retention Schedule</td>
<td>A list of records by name or type that authorize the disposition of records, including maintaining, preservation, and destruction.</td>
</tr>
<tr>
<td>Record Series</td>
<td>A group of related or similar records, regardless of medium, which may be filed together as a unit, used in a similar manner, and typically are evaluated as a unit for determining retention periods.</td>
</tr>
<tr>
<td>Record Coordinator</td>
<td>An individual responsible for the physical storage and protection of records throughout their retention period within a Section of DOTD.</td>
</tr>
<tr>
<td>Shall and Will</td>
<td>The terms “shall” and “will” denote mandatory requirements.</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>Should</td>
<td>The term “should” denotes a desirable action.</td>
</tr>
<tr>
<td>State</td>
<td>The State of Louisiana.</td>
</tr>
<tr>
<td>Sunset</td>
<td>The practice of shutting down redundant or obsolete business applications while retaining access to the historical data.</td>
</tr>
<tr>
<td>Trns∙port</td>
<td>AASHTOWare construction management software.</td>
</tr>
</tbody>
</table>

1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised in newspapers and post to LaPac</td>
<td>September 9, 2019</td>
</tr>
<tr>
<td>Pre-proposal conference (if applicable)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>September 17, 2019 by 3:00 PM</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>October 1, 2019</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>October 11, 2019 by 3:00 PM</td>
</tr>
<tr>
<td>Presentations &amp; Discussions (if applicable)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>January 5, 2020</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>March 1, 2020</td>
</tr>
</tbody>
</table>

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

1.7 Proposal Submittal

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

Ms. Charlotte Garrison, CPPB  
Procurement Director  
Department of Transportation and Development  
1201 Capitol Access Road; Room EW S-447  
Baton Rouge, LA 70802-4338  

For courier delivery, the street address is 1201 Capitol Access Road; Room EW S-447; Baton Rouge, LA 70802, and the telephone number is 225-379-1444. The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The proposal should be identified with the RFP Number, Project Name, and shall be submitted prior to 3:00 pm CT on the due date referenced in the Schedule of Events.
1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:
Proposers must meet the following qualifications prior to the deadline for receipt of proposals. The proposed key personnel dedicated to this contract shall collectively have the following minimum knowledge, skills, and experience:

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

1.8.2 Desirable Qualifications:
It is desirable that Proposers and/or Proposer’s Staff should meet the following qualifications prior to the deadline for receipt of proposals.

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

1.9 Proposal Response Format
Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter
A cover letter should be submitted on the Proposer’s official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents
The proposal should be organized in the order contained below.

1.9.3 Executive Summary
This section serves to introduce the scope of the proposal. It shall include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least one year from the date of submission. This section should also include a summary of the Proposer’s qualifications and ability to meet the State agency’s overall requirements in the timeframes set by the agency.

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

1.9.4 Company Background and Experience
The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited. Proposer must furnish audited financial statements if requested by DOTD.

This section should provide a detailed discussion of the Proposer’s prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

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

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

1.9.6 Proposed Staff Qualifications
The Proposer should provide detailed information about the experience and qualifications of the Proposer’s assigned personnel considered key to the success of the project.

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

Proposers shall clearly describe their ability to meet or exceed the qualifications described in the Mandatory Qualifications for Proposer section.
1.9.7 Veteran and Hudson Initiative Programs Participation

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

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

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

In RFP’s requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified La Vet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified La Vet or Hudson Initiative subcontractor in which the certified La Vet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurshipships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com

Additionally, a list of Hudson and Veteran Initiative small entrepreneurshipships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 Cost Proposal
A completed cost proposal using Attachment IV: Cost Proposal Format is a required part of the proposal. Any deviation from Attachment IV may be deemed non-responsive. The number of hours for each Task Description shall add up to the pre-populated number of hours provided for each task.

If a proposer identifies deficiencies or errors in this format, the proposer should bring this information to the attention of Charlotte Garrison at contractservices@la.gov prior to the deadline for receipt of written inquiries noted on the Schedule of Events. DOTD will review the information and issue any correction as an addendum to the RFP along with the responses to written inquiries if warranted.

The Proposer shall provide the Total Cost per year for providing all services described in the RFP. The Proposer shall provide job title(s) associated with each ‘Task Description’, the number of employees with each title, the hourly billable rate assigned to each title, and the number of hours each job title is anticipated to work. The total number of hours for each Task Description shall add up to the pre-populated number of hours provided for each task.

The hourly billable rates shall be fully burdened and include all expenses including travel and project expenses. No additional expenses or costs will be paid and the hourly rate will remain the same throughout the contract term, including any renewals. Contract will be paid on an hourly rate basis.

The total number of hours for each Task Description in Attachment IV: Cost Proposal Format and the total cost per year are for evaluation purposes only.

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

1.9.10 Outsourcing of Key Internal Controls:
Not applicable to this RFP.

1.10 Number of Copies of Proposals
The State requests that the specified number of copies of the proposal in section 1.11 below be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original
signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals
The State requests the following:

- One (1) Original (clearly marked “Original”) and Five (5) numbered copies of the technical proposal. All should be clearly marked technical proposal.

- One (1) Original (clearly marked “Original”) and One (1) numbered copy of the cost proposal. All should be clearly marked cost proposal.

- One (1) USB flash drive of the technical proposal, cost proposal, and financial statements in a Searchable Portable Document Format (PDF).

- One (1) copy of Financial Statements in separate folder per section 1.9.4 Company Background and Experience and Section 1.23 Determination of Responsibility.

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information
All financial, statistical, personal, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor’s data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor’s possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.
Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Transportation and Development.

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

1.14 Proposal Clarifications Prior to Submittal
   1.14.1 Pre-proposal Conference
   Not required for this RFP.

   1.14.2 Proposer Inquiries
   Written questions regarding RFP requirements or Scope of Services must be submitted by FAX to 225-379-1862 or by Email to contractservices@la.gov to the RFP Coordinator listed below.

   Ms. Charlotte Garrison, CPPB
   Procurement Director
   Department of Transportation and Development

   The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

   Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

   Only the RFP Coordinator or her designee has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

   Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website http://www.doa.la.gov/Pages/osp/Index.aspx. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

   Help scripts are available on OSP website under vendor center at: http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx.
1.14.3 Blackout Period
The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

1.15 Error and Omissions in Proposal
The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.
1.16 Changes, Addenda, Withdrawals
The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/ lapac/pubMain.cfm.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal
A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

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

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

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

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

1.22 Taxes
Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance
certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility
Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services in the form of financial statements per Section 1.9.4. Audited Financial Statements must be provided upon request.

1.24 Use of Subcontractors
The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. See section 1.9.7 regarding additional requirements for subcontractors that are Certified Veteran/Hudson Initiative small entrepreneurships. Information required of the proposer under the terms of this RFP may also be requested for each subcontractor and must be furnished upon request. The prime contractor shall be the single point of contact for all subcontract work.

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

1.25 Written or Oral Discussions/Presentations
The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If the presentation is conducted, the agency reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria.
1.26 Acceptance of Proposal Content
All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)
The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

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

1.29 Contract Award and Execution
The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.
Vendor registration in LaPAC must be completed prior to award. Registration is at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

1.30 Notice of Intent to Award

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

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criterion, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

1.31 Right to Prohibit Award

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

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A+: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

Contractor’s Insurance

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

Minimum Scope and Limits of Insurance

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 worker’s compensation coverage only.

**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.

**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 36 months from the expiration date of the policy, if the policy is not renewed.

**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.

**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 36 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.

**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.

**Other Insurance Provisions**
The policies are to contain, or be endorsed to contain, the following provisions:
Commercial General Liability, Automobile Liability, and Cyber Liability Coverages
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.

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.

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.

All Coverages
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.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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.

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.

Acceptability of Insurers
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 worker’s compensation coverage only.

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.

Verification of Coverage
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.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Dept. of Transportation and Development, Its Officers, Agents, Employees and Volunteers  
1201 Capitol Access Road  
Baton Rouge, LA 70802  
RFP # 3000013495

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.

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.

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.

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the
expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

1.33.1 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.

1.34 Payment
During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. A Certified invoice is one that is approved by DOTD. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor’s Proposal. These rates shall be used for the duration of the Contract.

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

days of an approved invoice that falls under a valid contract.

1.34.1 Electronic Vendor Payment Solutions
The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via Electronic Funds Transfer (EFT), a method in which payment is sent directly from the State’s bank to the payee’s bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause
Should the State determine that the Contractor has failed to comply with the Contract’s terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor’s failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

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

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

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

1.37 Right to Audit
The State legislative auditor, federal auditors and internal auditors of the Department of Transportation and Development, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years 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.

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

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
1.39 Record Ownership
All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor’s expense, at termination or expiration of the contract.

1.40 Entire Agreement/Order of Precedence
This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State’s RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.41 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 shall be binding on any of the parties.

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

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

1.44 Claims or Controversies
Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics
Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.
1.46 Corporate Requirements
If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana’s Secretary of State. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel
In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.48 Federal Regulations
Not applicable to this RFP.
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work
The Louisiana Department of Transportation and Development’s (DOTD) mission is to deliver transportation and public works systems that enhance quality of life and facilitate economic growth. We are committed to earning the public’s trust, and holding to the highest moral, ethical, and professional standards. The DOTD Records Management Services group supports the Agency by providing for continued access, security, and integrity of agency records in accordance with the law. DOTD seeks to meet or exceed the requirements outlined in the Louisiana Public Records Act, and is committed to the continuous analysis and improvement of its Records Management (RM) Program. DOTD’s Records Retention Schedule was last updated in 2017 and is approved until 2022. DOTD has a designated Records Manager who is the primary liaison between DOTD and the Louisiana Secretary of State’s Records Management team. The Records Management team at DOTD conducts analysis and day-to-day records management operations. The DOTD Records Management team is comprised of about 10 staff members with roles spanning from warehouse workers to senior records management analysts.

Currently, approximately 80% of our collection is microfilm. DOTD has no microfiche in our holdings. All primary microfilm reels are stored in climate controlled areas. DOTD has received an Imaging Exception to Louisiana Revised Statutes 44:39(A) from the Secretary of State, Archives and Records Services section. This allows DOTD to discontinue storage of the hardcopy version of scanned records that have a retention period of Active + 10 years or less. DOTD intends to image records with a retention period of Active + 10 years or less. We are imaging paper records, photographs, maps, etc. This can include, but is not limited to, bridge inspection files, personnel files, general correspondence, etc. As we continue to leverage the Electronic Document Management System (EDMS) to store records, the percentage of microfilmed records will decrease significantly.

DOTD record owners generally manage active records, and record owners are generally federated statewide throughout DOTD. Inactive records are stored in our own warehouses, and we currently use a custom database to manage the record lifecycle. In order to maintain and further develop its RM Program, DOTD requires contractor services for ongoing support. Focus areas include: compliance with federal and state law and applicable standards; active and inactive records management; RM policy development; training; technology support; and scanning / imaging operations. The Contractor will provide skilled professional and paraprofessional personnel to assist the Agency’s Records Management Services staff, and will provide sufficient training to enable selected staff to assume the Contractor’s responsibilities. Most, but not all, Contractor personnel are required to work on-site. However, there could be situations where a particular issue may need advisement from off-site Contractor personnel. If this consultation can be effectively provided off-site, that may be allowed. DOTD reserves the right to require that Contractor personnel work on-site.

2.2 Task and Services

2.2.1 Manage Records in Compliance with Laws and Standards
Throughout the contract, the Contractor shall maintain an awareness of federal and state laws such as Louisiana R.S. 44:411 pertaining to records management, as well as ISO 15489
and relevant records management standards, and shall propose improvements required of the current RM program to support it in a compliant manner. The Contractor shall perform work as necessary to maintain compliance with federal and state law as well as records management standards.

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

- Providing research assistance in the area of Records Management policy. Research topics include evolving issues surrounding public records versus confidential, private, or security sensitive records, and other related subjects.
- Implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information.
- Assisting with day to day tasks involved with responding to records requests in accordance with the Louisiana Public Records Act as stated in Title 44 of the Public Records and Recorders/Chapter 1.

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

- Providing research assistance in the area of Records Management policy under Chapter 1 of the Records Management Policies and Practices in accordance with R.S. 44:401 through 44:411. Research topics include records retention and destruction schedules, electronic record keeping, e-mail, and other related subjects.
- Assisting in the development and implementation of retention schedules for Agency records, regardless of format as advised in the Records Management Policies and Practices under the Office of the Secretary of State in Title 4 under Chapter 3 301-309.
- Determining an acceptable approach for applying retention and disposal schedules to all Agency records, regardless of format as advised in the Records Management Policies and Practices under the Office of the Secretary of State in Title 4 under Chapter 3 301-309.
- Educating Agency staff on retention policies.
- Advising on storage formats and locations, and disposition options that meet requirements in a cost efficient manner. For example, performing research and cost analysis of various storage and disposal options or developing media migration plans.
- Maintaining inventories of inactive records, both onsite and offsite, and
ensuring adequate access to records.

- Coordinating storage and special projects with service providers.
- Facilitating disposal of records that have reached retention periods.

2.2.2 Utilization of Appropriate Technology

The Contractor shall coordinate the appropriate use of technology for the Records Management Services group. The Contractor shall be sufficiently proficient with the records management software utilized by the Agency (such as IBM Content Manager, IBM FileNet, etc.) and provide consultation and technical support services on its optimal utilization. Additionally, the contractor shall be familiar with software utilized by the Records Management Services group (such as Kofax, Falcon, Bentley Project Wise, Microsoft Office (including Access), Adobe Acrobat, etc.), perform consultation, configuration services, and propose alternative solutions compatible with the goals and technology environment utilized by the Agency. As the Agency moves toward implementation of an updated centralized Electronic Document Management System (EDMS), the Contractor shall assist DOTD in aligning the RM Program to the EDMS. The current solution (IBM Content Manager version 8.5 running on an IBM Z server) was implemented and is currently administered in-house and through DOTD’s IT Service Provider, the Louisiana Office of Technology Services (OTS). Only DOTD and authorized contractors currently access records in IBM Content Manager and DOTD owns approximately 2,000 IBM Content Manager Licenses. In collaboration with OTS, DOTD has already commenced planning the migration of its current EDMS (IBM Content Manager) to a modern EDMS (IBM FileNet). While the implementation of IBM FileNet and migration from IBM Content Manager to IBM FileNet is outside the scope of this RFP, the contractor will work with both the vendor providing the new EDMS and Records Management software and DOTD, as directed by DOTD. The initial phase of the migration to an updated centralized EDMS is expected to be complete in 2021.

2.2.3 Policy, Communications, and Training

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

- Assisting with the development of Records Management policy and procedures. The Contractor shall coordinate with DOTD subject matter experts, the DOTD Records Coordinator Network, and others to gather information necessary for the formulation of policy and procedures. This responsibility includes undertaking research and writing activities involved in the development of new and existing policies and procedures. Policy and procedure documents will be developed in close conjunction with DOTD subject matter experts, the DOTD Records Coordinator Network, the Records Management Services group, and others and submitted to appropriate Agency staff for final approval. All DOTD business units are represented in DOTD’s Records Management Coordinator Network, and the network is active and functioning well in support of DOTD’s RM Program.
- Developing implementation plans and training materials for Records Management policy and
procedures. The Contractor shall conduct training for the Agency staff and Agency customers as needed. Most, but not all, training will occur in the Baton Rouge area. While every effort will be made to plan efficient and effective delivery of training to offices outside of Baton Rouge, the contractor may be asked to travel up to two (2) times per year to each of the following locations to conduct training if needed: Bossier City, LA, Monroe, LA, Chase, LA, Alexandria, LA, Lake Charles, LA, Lafayette, LA, Hammond, LA, New Orleans, LA.

- Auditing to determine compliance with approved policy and procedures. The Contractor shall provide written audit reports containing suggested corrective action to be taken.
- Improving communications between the Records Management Services group and internal and external customers. For example, internal communication may involve updating intranet pages, forms and flyers, while external communication may involve writing articles for the Agency information outlets and developing PowerPoint presentations.

### 2.2.4 Imaging Operations Implementation

DOTD currently operates a federated scanning model whereby each individual Section and District throughout the Agency is responsible for scanning documents into the Agency’s Electronic Document Management Systems (EDMS), currently IBM Content Manager. DOTD has researched the possibility of adopting a centralized scanning operations model to increase accuracy and efficiency of record storage and retrieval. Kofax and IBM Content Manager is being used to support centralized scanning. Aviation, Bridge and Facilities, HR, Materials and Testing, Road Design, and Real Estate sections participated in the pilot. Approximately 30,000 pages of records were scanned per month in 2018, and all scanned pages were stored in IBM Content Manager. Indexing was collected from record owners via a custom developed electronic submittal form. The central scanning group is still operational and is currently staffed with 2 scanners who receive oversight from the current Project Manager and DOTD staff. At full operations, annual scanning volume is expected to be in the millions of pages. Through this RFP, DOTD wishes to further assess and implement the centralized scanning operations concept with the ultimate goal that DOTD implement a centralized Imaging Operations function. DOTD is moving toward implementation of an updated EDMS. In collaboration with OTS, DOTD has already commenced planning the migration of its current EDMS (IBM Content Manager) to a modern EDMS (IBM FileNet). To that end, and in collaboration with the DOTD Records Management Services group, the Contractor will assist in planning and coordinating the Imaging Operations function. The Contractor will provide Project Management support over Imaging Operations using on-site personnel, as well as the skilled personnel to accomplish the tasks listed below. In addition, the Contractor will provide sufficient training to enable selected staff to assume the Contractor’s responsibilities in a smooth transition when its contract ends.

Typical Imaging Activities may include, but are not limited to:

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

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

- Project management shall include, but not be limited to, the following:
  - Supervision of the Contractor’s personnel
  - Contract administration
  - Invoicing
  - Changes to the contract
  - Resolving disputes between the Contractor and DOTD
  - Compliance by the Contractor with all contract clauses and conditions
  - Working with the DOTD to propose and implement changes to Contractor functions that will optimize resources and bring about cost savings for the DOTD
  - Scheduling meetings and training sessions
  - Record-keeping
  - Preparation and submission of deliverables, including, but not limited to the following:
    - Monthly Progress Reporting (as defined in Section 2.3 of this Scope of Work)
    - Assignment of a Project Manager, as listed in the Contractor’s proposal to represent the Contractor’s organization and to manage the project. The DOTD reserves the right to approve the person assigned as Project Manager.
    - The Contractor’s Project Manager shall be responsible for onsite project monitoring and compliance. The Contractor’s Project Manager shall keep the DOTD Project Manager informed of the project status through written monthly progress reports and informal communication.

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

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

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

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

- The Contractor’s name, address, and the name of the Contractor’s Project Manager
- The DOTD Purchase Order number and project title.
- The dates of the reporting period
- A description of the progress made during the previous month for each activity, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.

The format of the Monthly Progress Report may be determined by the Contractor; however, the DOTD reserves the right to require format revisions.

2.4 Technical Requirements
Not applicable to this RFP.

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

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

The Contractor shall provide the following services:

Project Management

1. Provide project management support to DOTD Project Manager in monitoring, tracking, analysis, and reporting.
2. Prepare for, schedule, and coordinate meetings and training classes, with the assistance of DOTD Project Manager.
3. Monitor and support execution of the communication management plan including design and development of various communication techniques. This shall include, but not be limited to:
   - Newsletters
- RIM Project website (using DOTD infrastructure to create the web site)
- Meetings
- Training Class
- Other techniques as determined in the communication plan.

Business Policy and Process Improvement

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

Maintain Inventory of Records

1. Develop a plan and strategy on conducting the physical inventory of DOTD’s records as needed
2. Conduct the physical inventory as needed
3. Identify duplicate, fragmented, and related records as needed
4. Match the record to DOTD’s Retention Schedule
5. Document and present the finding to the RM Coordinator Network, the Project Team, and Executives as needed
6. Maintain accurate and up to date data regarding the inventory of DOTD’s records
PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Background and Experience</td>
<td>18</td>
</tr>
<tr>
<td>2. Approach and Methodology</td>
<td>15</td>
</tr>
<tr>
<td>3. Proposed Staff Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>4. Louisiana Veteran and/or Hudson Initiative (Louisiana Veteran and/or Hudson Initiative (up to 10 points reserved for Hudson-certified vendors; up to 12 points reserved for Veteran-certified vendors; if no Veteran-certified vendors propose, the additional 2 Veterans points are not awarded))</td>
<td>12</td>
</tr>
<tr>
<td>5. Cost</td>
<td>25*</td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**Criteria one (1) through three (3):**
Each proposal shall be rated for criteria one through three, with 0 being the lowest score and the maximum score indicated below being the highest possible score as shown for each category.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

**Criteria four (4):**
Louisiana Veteran and/or Hudson Initiative shall be rated as specified in section 1.9.7 of RFP.

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

**Criteria five (5):**
The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

\[ CCS = (LPC/TCP \times 25) \]
Where:  
CCS = Computed Cost Score (points) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TCP = Total Cost of Proposer being evaluated

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurs, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

i. Subcontractor’s name;

ii. A detailed description of the work to be performed; and

iii. The anticipated dollar value of the subcontract for the three-year contract term.

Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from other subcontractor(s).
PART 4: PERFORMANCE STANDARDS

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

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

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:
The Contractor’s performance will be evaluated based on achievement of project tasks described in the Scope of Work/Services as reported in the Monthly Progress Reports described in Part 2, Section 2.3 Deliverables.

4.2.2 Monitoring Plan:
Brad D. Doucet, or designee, will monitor the services provided by the proposer and the expenditure of funds under this contract. Brad D. Doucet, or designee will be primarily responsible for the day-to-day contact with the contractor and the day-to-day monitoring of the contractor’s performance. The monitoring plan is as follows:

- A weekly status report shall be submitted to Mr. Doucet for review and approval. The Weekly Status Report shall contain all hours expended on each task during that week and the disposition of all project tasks as of that week
- A monthly invoice shall be submitted to Mr. Doucet for review and approval. The invoice must show the tasks and the number of hours worked by each employee on the project.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements
During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.
If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.
ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name: ___________________________________________
B. E-mail Address: _______________________________________________
C. Facsimile Number with area code: (       ) _______________________
D. US Mail Address: _______________________________________________

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer’s quote shall be valid for at least one year from the date of proposal’s signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific
intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or Authorized Representative

Typed or Printed Name: ________________________________________________________________

Date: ____________________________________________________________________________

Title: ___________________________________________________________________________

Company Name: ____________________________________________________________________

Address: __________________________________________________________________________

City: __________________________ State: ___________ Zip: ______________________________
ATTACHMENT II: SAMPLE CONTRACT

This is a sample contract. Information for awarded contract will be transferred from awarded proposal or negotiated terms and scope of work/services from solicited RFP and inserted in areas within brackets or applicable sections. Actual contract will be subject to approval of all parties with final approval of Office of State Procurement. See below for the boilerplate language with general terms and conditions.

**CONTRACT BETWEEN STATE OF LOUISIANA**

**NAME OF DEPARTMENT/AGENCY**
Click here to enter the Department/Agency name

AND

**CONTRACTOR NAME**
Click here to enter the Contractor name

**CONTRACT NUMBER (ISIS/LAGOV)**
Click here to enter the contract number

**TYPE OF SERVICES TO BE PROVIDED**

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Consulting Services</th>
<th>Social Services</th>
<th>Personal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**CONTRACTOR (Legal Name if Corporation)**
Click here to enter the Contractor

**FEDERAL EMPLOYER TAX ID NUMBER**
Click here to enter the Contractor’s FEIN

**STATE LDR ACCOUNT #**
Click here to enter the State LDR Account

**STREET ADDRESS**
Click here to enter the Contractor’s street address number

**TELEPHONE NUMBER**
Click here to enter the Contractor’s telephone number

**CITY** Click here to enter the Contractor’s city

**STATE** Click here to enter the Contractor’s state

**ZIP CODE** Click here to enter the Contractor’s zip code

**TERM OF CONTRACT** This Contract shall begin on Click here to enter the begin date of the contract and shall end on Click here to enter the end date of the contract. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.
COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT
In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of $Click here to enter the maximum contract amount, over multiple years as follows: Click here to enter the multi-year contract breakdown. Payments are predicated upon successful completion of the services described in Description of Services and acceptance of deliverables; receipt of an invoice; and written approval of Click here to enter the Name of agency’s designee.

The State shall make every reasonable effort to make payments within 30 days of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49, if applicable.

PROHIBITION AGAINST ADVANCE PAYMENTS
No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES
Click here to list goals and objectives of this contract.

DESCRIPTION OF SERVICES
Contractor agrees to furnish services to State as specified in this Section and in any attachments. Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFP and Proposers’ Proposal. This information may be included in an attachment if detail is lengthy.

A full description of the scope of services is contained in the attached Statement of Work/Services. (Statement of Work will be derived from Part 2 of the RFP.)

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

PERFORMANCE MEASURES AND MONITORING PLAN
Click here to describe the performance measures to be taken during the project and monitoring plan.

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Statement of Work and are identified as: Click here to list performance measures which should be measurable and time bound.

MONITORING PLAN
Click here to enter the Name and Title or Position will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Click here to enter the Name and Title or Position will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

TERMS OF PAYMENT
The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:
Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.

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

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF**
Click here to enter the title only of the personnel who will approve payments, or designee.

**VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**
During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If contractor proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

**STATE FURNISHED RESOURCES**
State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor’s performance under this Contract.

**CONTRACTOR RESOURCES**
Contractor agrees to provide the following Contract related resources:

A. **Project Manager.** Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. **Key Personnel.** Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks.

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

D. **Other Resources.** Contractor shall provide other resources as specified in contractor’s proposal.
TAXES
Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State’s obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE
Should the State determine that the Contractor has failed to comply with the Contract’s terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor’s failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE
State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW
This Contract 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; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY
Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT
All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION
Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and
provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP
All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

CONTRACTOR’S COOPERATION
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State’s right to audit or shall not withhold State owned documents.

ASSIGNABILITY
Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights or the Contractor’s responsibilities and obligations.

RIGHT TO AUDIT
Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING
The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

NON-DISCRIMINATION
Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

CONTINUING OBLIGATION
Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS
Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24.

CONFIDENTIALITY
Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS
Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS
Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with La R.S.39: 1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

**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.

LICENSES AND PERMITS
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY
Contractor’s personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

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

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

OUTSOURCING OF KEY INTERNAL CONTROLS
Not Applicable

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

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE
This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

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

CONTRACT APPROVAL
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS
Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI.
This rating requirement shall be waived for Worker’s Compensation coverage only.
Contractor's Insurance
The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Minimum Scope and Limits of Insurance

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 worker’s compensation coverage only.

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.

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 36 months from the expiration date of the policy, if the policy is not renewed.

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.

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 the contract. It shall provide coverage for the duration of the 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 36 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.

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.
Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages
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. 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.

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.

All Coverages
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. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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. 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.

Acceptability of Insurers
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 worker’s compensation coverage only. 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.

Verification of Coverage
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.

The Certificate Holder shall be listed as follows:

State of Louisiana
Dept. of Transportation and Development, Its Officers, Agents, Employees and Volunteers
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.

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.

**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.

The cost of such insurance shall be included in the total Contract amount.

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

**FEDERAL REQUIREMENTS**

**ANTI-KICKBACK CLAUSE**
Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee 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.

**CLEAN AIR ACT**
Contractor 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 nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**ENERGY POLICY AND CONSERVATION ACT**
Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**CLEAN WATER ACT**
Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

1st Witness for First Party

2nd Witness for First Party

CONTRACTOR

Signature

Typed or Printed Name

TITLE: ___________________________

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: ___________________________ For Secretary

Typed or Printed Name

RECOMMENDED FOR APPROVAL:
BY: ___________________________ Division Head

1st Witness for Second Party

2nd Witness for First Party
ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. Contractors will have a choice of receiving electronic payment for all payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and not already enrolled in EFT, you will be asked to comply with this request by choosing EFT. You may indicate your acceptance below.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already Enrolled</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFT</td>
<td>_____</td>
<td>_____</td>
</tr>
</tbody>
</table>

_________________________________________
Printed Name of Individual Authorized

_________________________________________
Authorized Signature for payment type chosen Date

_________________________________________
Email address and phone number of authorized individual
Attachment IV: Cost Proposal Format is provided as an Excel attachment. The Excel spreadsheet shall be completed by each Proposer.