REQUEST FOR PROPOSALS

for

COASTAL AQUIFER RESEARCH
AND MANAGEMENT ANALYTICS
(CARMA) PLATFORM

SOLICITATION No. 20020

PROPOSAL DUE DATE / TIME:

TUESDAY, FEBRUARY 18, 2020 at 2:00 P.M., CST
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**CARMA Platform RFP**
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It is understood and agreed that the headings of the various sections of this document have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document or any of its provisions.
REQUEST FOR PROPOSAL
FOR
Coastal Aquifer Research and Management Analytics (CARMA) Platform

1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose
The purpose of this Request for Proposals (hereinafter referred to as the “RFP”) issued by University of Louisiana at Lafayette (hereinafter referred to as the “University” or “UL Lafayette”) is to obtain competitive proposals as allowed by Louisiana Revised Statue 39:1595 from bona fide, qualified Proposers who are interested in providing consulting services to develop an E-Enterprise Data Exchange Network Platform, referred to as the Coastal Aquifer Research and Management Analytics (CARMA). UL Lafayette is seeking to contract with a consulting firm that has experience working with and developing Exchange Network data flows and infrastructure, experience with agile development practices and tools, and experience working with Cloud infrastructure similar to that used by the U.S. Environmental Protection Agency (EPA) Environmental Information Exchange Network (EN). The CARMA platform will be developed for the region of the Chicot aquifer in southwest Louisiana. The platform will allow integration of multi-scale, cross-sector water datasets. The CARMA platform will allow existing Exchange Network (EN) data flows to be combined with other water data repositories residing outside of the EN into a unified data schema. The CARMA platform should also include a Portal Analysis Visualization Toolkit that allows researchers and managers to visualize the water data. Components of the CARMA platform should be implemented using a micro services architecture with all components hosted in a Cloud environment. The services of the platform consist of: Data Harvester; DocumentDB; and CARMA REST API. CARMA should be deployed in both development and production environments to provide a separate environment for user acceptance testing during system development and to provide a testing environment to develop new features and fix bugs.

1.2 Background
The University of Louisiana at Lafayette, the largest member of the University of Louisiana System, is a public institution of higher education offering bachelors, masters, and doctoral degrees. Within the Carnegie classification, UL Lafayette is designated as a Research University with high research activity. The University’s academic programs are administered by the Colleges of the Arts, Education, Engineering, General Studies, Liberal Arts, Nursing & Allied Health Professions, B. I. Moody III College of Business Administration, Sciences, and the Graduate School. The University is dedicated to achieving excellence in undergraduate and graduate education, in research, and in public service. For undergraduate education, this commitment implies a fundamental subscription to general education, rooted in the primacy of the traditional liberal arts and sciences as the core around which all curricula are developed. The graduate programs seek to develop scholars who will variously advance knowledge, cultivate aesthetic sensibility, and improve the material conditions of humankind. The University reaffirms its historic commitment to diversity and integration. Thus, through instruction, research, and service, the University promotes regional economic and cultural development, explores solutions
to national and world issues, and advances its reputation among its peers.

The University has 10 colleges and schools:
- College of the Arts
- B.I. Moody III College of Business Administration
- College of Education
- College of Engineering
- College of General Studies
- College of Liberal Arts
- College of Nursing
- College of Sciences
- Graduate School
- University College

The University was originally named the Southwestern Louisiana Industrial Institute (SLII), according to the 1898 legislative act that created the school. State Senator Robert Martin, for whom UL Lafayette's administrative building is named, authored this legislation. Several towns competed to be the site of the new school; Lafayette was chosen by virtue of a donation of 25 acres of land by the Girard family. The town also put up $8,000 and offered a ten-year property tax to supplement state appropriations. Although classes did not begin until September 1901, 1900 is considered the school's first year.

By 1921, the school had outgrown its industrial role. The Constitutional Convention that year dropped the "Industrial" from the name and allowed Southwestern Louisiana Institute to grant bachelor's degrees. By this time, SLI had doubled to 50 acres and included many new classroom and dormitory buildings. As early as 1922, UL Lafayette offered extension courses in surrounding parishes. In 1925, the school was accredited by the Southern Association of Colleges and Schools, and a student government association was formed.

In 1960, the state legislature approved renaming Southwest Louisiana Institute to the University of Southwestern Louisiana. At this time UL Lafayette was composed of a graduate school and six colleges: agriculture, business administration, education, engineering, liberal arts, and nursing. Enrollment was approaching 5,000. Early master's degree programs were in education, French, mathematics, science, engineering, English, geography, history, Spanish, and home economics. In 1961, UL Lafayette acquired its first digital computer, and three years later it began a master's program in computer science.

For a while in the 1980s, UL Lafayette literally made a name for itself, The University of Louisiana. A subsequent act of the Louisiana Legislature nullified that name change, but the then President, Raymond Authement, persisted. On September 10, 1999, his perseverance was rewarded when he walked onto a stage before an audience of alumni, visiting dignitaries, administrators, faculty, and students in the Cajundome. There, before several thousand people, with the blessing of the State of Louisiana, he signed an order that changed the university's name to the University of Louisiana at Lafayette. This monumental achievement occurs as part of UL Lafayette's Centennial Celebration.
The University of Louisiana at Lafayette has a current enrollment of 16,320, including 1,514 graduate students, from 48 states and possessions and 95 foreign countries. The University of Louisiana at Lafayette owns a total of about 1,400 acres and is located in the city of Lafayette whose population exceeds 100,000. The city of Lafayette is in Lafayette parish, the heart of the state’s eight parish region known as Acadiana.

The University Institute for Coastal and Water Research (ICaWR) mission is to improve understanding and management of coastal and water resources by connecting scientists, engineers, designers, government, and the public. Coastal restoration and water management present complex challenges. Addressing these issues requires innovative research from many partners, including universities, state and federal agencies, non-profit groups, and private industry. The establishment of ICaWR was driven by Louisiana’s needs and challenges as it embarks on massive efforts for flood protection, coastal restoration, and management of water resources and hazards.

This RFP is requesting a Contractor to provide consulting services as part of a U.S. Environmental Protection Agency (EPA) project awarded to the UL Lafayette.

The project is for UL Lafayette to enhance its technical capabilities and capacity to use and support the Exchange Network (EN). EN is an Internet and standards-based, secure information network that facilitates the electronic collection, exchange, and integration of the full range of data that informs environmental protection. The EN and this project will ultimately streamline and modernize environmental management processes and data collection and reporting. This in turn will improve the efficiency, effectiveness, and ease of exchanging environmental information within organizations, with the regulated community, the public or between co-regulators which is key to successful environmental program management.

UL Lafayette is seeking to contract with a consulting firm that has experience working with and developing Exchange Network data flows and infrastructure, experience with agile development practices and tools, and experience working with Cloud infrastructure similar to that used by EPA and the Exchange Network.

1.3 Goals and Objectives

The University desires to develop a Coastal Aquifer Research and Management Analytics (CARMA) platform, including the following components: CARMA Data Harvester, CARMA JSON Schema, E-Enterprise JSON Visualization Schema, and E-Enterprise Portal Analysis Visualization Toolkit with a single Proposer. The following main objectives are defined for the requested services by the Proposer:

- To participate in project management activities
- To develop CARMA Data Harvester that automates collection of groundwater and surface water data needed to perform water budget scenario analyses for coastal plain aquifers-surface water systems
- To develop common data format (CARMA JSON) for ground- and surface-water supply, quality, and demand data
- To Develop data visualization schema (E-Enterprise JSON Visualization Schema)
- To develop E-Enterprise Portal Analysis Visualization Toolkit shared service
- To perform intermediate and final acceptance testing

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about [Insert Month, day, and year] and is anticipated to end on [Insert Month, day, and year]. The University shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

As used in this Request for Proposals, the following definitions shall be applicable:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>CARMA</td>
<td>Coastal Aquifer Research and Management Analytics</td>
</tr>
<tr>
<td>Contract or Agreement</td>
<td>Specific to the arrangement that results from this RFP, the arrangement between UL Lafayette and the awarded Proposer which is governed by this RFP’s procedures, evaluation criteria, mandatory terms and conditions, administrative requirements, and Proposer’s proposal. See Section 1.41 for Order of Precedence.</td>
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<td>Contractor</td>
<td>Any person having a contract with a governmental body; the selected Proposer.</td>
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<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>
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<tr>
<td>DOA</td>
<td>Division of Administration</td>
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<tr>
<td>EN</td>
<td>Exchange Network</td>
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<tr>
<td>EPA</td>
<td>U.S. Environmental Protection Agency</td>
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<tr>
<td>ICaWR</td>
<td>Institute for Coastal and Water Research</td>
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<tr>
<td>May and Can</td>
<td>The terms “may” and “can” denotes an advisory or permissible action.</td>
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<tr>
<td>Must</td>
<td>The term “must” denotes mandatory requirements.</td>
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<tr>
<td>NLDAS</td>
<td>North American Land Data Assimilation System</td>
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<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
</tr>
<tr>
<td>Proposal</td>
<td>Document(s) submitted by the responsible Proposer pursuant to this RFP.</td>
</tr>
<tr>
<td>Proposer</td>
<td>A firm, company or organization submitting a Proposal in response to this RFP.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>Shall and Will</td>
<td>The terms “shall” and “will” denotes mandatory requirements.</td>
</tr>
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Should | The term “should” denotes a desirable action.
---|---
State | The State of Louisiana.
University | University of Louisiana at Lafayette (UL Lafayette).
WQX | Water Quality Exchange

1.6 Schedule of Events (All dates are subject to change pending approval by Office of State Procurement)

<table>
<thead>
<tr>
<th>RFP KEY EVENTS SCHEDULE</th>
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<td>RFP mail to potential Proposers, advertise in newspapers and post to LaPAC and Blackout Period begins. See Sections 1.7 and 1.14.3.</td>
<td>December 20, 2019</td>
</tr>
<tr>
<td>Deadline for receipt of Written Inquiries Inquiries must be received by 2:00 P.M. CST. See Section 1.14.2.</td>
<td>January 15, 2020</td>
</tr>
<tr>
<td>Issue responses to Written Inquiries</td>
<td>January 29, 2020</td>
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<tr>
<td>DEADLINE FOR RECEIVING PROPOSALS (And any proposal addendum) All Proposals must be received by 2:00 P.M., Central time on this date at the address listed in Section 1.7. Proposals received late for whatever reason will not be considered.</td>
<td>Tuesday, February 18, 2020</td>
</tr>
<tr>
<td>Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>April 2020</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>May 2020</td>
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NOTE: The University 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

This RFP is available in electronic form at the State of Louisiana, Division of Administration, Office of State Procurement (OSP) LaPAC website http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm. It is available in PDF format or in printed form by submitting a written request to the RFP Coordinator with the University’s Office of Purchasing. Contact information for the RFP Coordinator is provided in Section 1.14.2 of this RFP. To access the RFP on LaPAC, search by Solicitation # 50011-ULLAF20020.
It is the Proposer’s responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The University is not responsible for a proposer’s failure to download any addenda documents required to submit a response to this Request for Proposal.

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. All proposals shall be received in hard copy (printed form) by the University’s Office of Purchasing no later than the date and time shown in the Schedule of Events (See Section 1.6). Be sure to sign your proposal before mailing.

NOTE: FAX, E-MAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

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

- Proposal Name: Coastal Aquifer Research and Management Analytics (CARMA) Platform
- Solicitation Number: 20020
- Proposal Opening Date and Time: To be determined by Purchasing

NOTE: Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals received after the deadline will not be considered.

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

University of Louisiana at Lafayette
Office of Purchasing
104 University Circle
Martin Hall, Room 123
Lafayette, LA 70503
Telephone: 337-482-5201

It is solely the responsibility of each proposer to ensure that its courier service provider makes inside deliveries to our physical location and prior to the deadline for submission of their proposal. The University is not responsible for any delays caused by the Proposer’s chosen means of proposal delivery.

All formal proposals will be considered valid until award is made.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal and shall be considered as non-responsive.
1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:
Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

A. At least Five (5) years experience developing informatics systems for electronic collection, exchange, and integration of environmental data.
B. Documented experience, through at least one (1) previously completed project, in developing Exchange Network data flows and infrastructure similar to that used by EPA.
C. Documented experience, through at least one (1) previously completed project, in developing E-Enterprise portals, visualization schema and visualization toolkits for environmental applications similar to that used by EPA.

Failure to include these documents which demonstrate the above requirements in the proposal submittal shall be cause to reject the proposal as non-responsive.

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

A. Proposer should have experience working with Cloud infrastructure similar to that used by EPA and the Exchange Network.
B. Proposer should have experience with agile development practices and tools.
C. Proposer should have experience with environmental data, including both water quantity and water quality
D. Proposer should provide documented examples, such as reports of previous projects and software, for prior work on Exchange Networks, Data Harvester; Portal Analysis Visualization Toolkits, similar to those requested in this RFP.
E. Proposer should set forth, in detail, the project plan (approach and methodology) by which each of the requirements specified in this RFP will be met.
F. Proposer should provide resumes of key personnel assigned to the project associated with this RFP.

1.9 Proposal Response Format

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

1.9.1 Cover Letter
The cover letter should be addressed to the RFP Coordinator and submitted on the Proposer’s official business letterhead and should exhibit the Proposer’s understanding and approach to the project. The cover letter should contain a summary of Proposer’s ability to perform the services
described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the University.

By signing the letter and/or the Proposal, the Proposer certifies compliance with the signature authority required in accordance with LAC 34; V. 121. The person signing the Proposal **must** be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a Proposal as reflected in the appropriate records on file with the Secretary of State; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the University.

The content of the cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer with regard to this RFP;
- Identify if the proposing company qualifies under the Veteran/Hudson Small Entrepreneurship Program stated in Section 1.9.7. Proposer **must** complete the Veteran/Hudson Initiative Verification form provided in Attachment III.

### 1.9.2 Table of Contents

The proposal should be organized in the order cited in the format contained herein.

### 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 period of at least ninety (90) calendar days from the date of proposal's signature. This section should also include a summary of the Proposer's qualifications and ability to meet the University's overall requirements in the timeframes set by the University.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Appendix A. 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, Appendix A 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 by including a brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.
This section should provide a detailed discussion of the Proposer’s prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate 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 exceed the qualifications described in Mandatory Qualifications for Proposer Section 1.8.1 and the Desirable Qualifications for Proposer Section 1.8.2.

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 University.
- 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.
- Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the University’s existing infrastructure.
- Define its strategy for project team organization and task assignments to transfer application knowledge, to position the University to be self-sufficient after implementation.
- Define its approach for defining system and data security.
- Identify areas of project risk and procedures to mitigate these risks.
- Define the methodology to be used for system design.
- Explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).

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
Proposers should clearly describe their ability to exceed the qualifications described in Mandatory Qualifications for Proposer Section 1.8.1 and the Desirable Qualifications for Proposer Section 1.8.2.

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 LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:


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 LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: [https://smallbiz.louisianaeconomicdevelopment.com](https://smallbiz.louisianaeconomicdevelopment.com).

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

The Proposer shall provide the total cost, including but not limited to travel and all project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project’s proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable) and shall be submitted on the Cost Schedule furnished herein on Attachment I of this RFP.

Costs submitted shall be firm for the duration of the contract. No reimbursement of expenses or travel will be paid directly to Contractor by the University, they must be included in total cost. Costs provided on the Cost Schedule, Attachment I, must be inclusive of all mandatory specifications as defined in this RFP.

1.9.9 Certification Statement

The Proposer must sign and submit the Certification Statement as set forth in Attachment II with submitted proposal. The signature of Proposer’s Authorized Representative must contain an ORIGINAL signature and should be in blue ink.

1.9.10 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.9.11 Attachments

If Proposer is a business entity, Proposer should attach a signed copy of a Corporate Board Resolution, Certificate of Signature Authority, or other documents indicating legal authority to sign contracts on behalf of the company. See APPENDIX B for Sample Board Resolution or Signature Authority. In addition, Proposer may include additional pertinent information to the RFP.

1.10 Number of Copies of Proposals

Each Proposer must submit one (1) signed original Proposal to the RFP Coordinator at the address specified in Section 1.7-Proposal Submittal. The original proposal MUST be marked ‘ORIGINAL’ and CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization (See Section 1.9.1).

The University requests four (4) additional copies of the proposal and one (1) copy of the Proposal digitally imaged and searchable on each of two (2) CDs or flash drives in a Windows compatible format such as PDF.

If the Proposal contains confidential information as described in Confidential Information, Trade Secrets and Proprietary Information (Section 1.13) of this RFP, as a condition of a request for confidentiality the Proposer shall submit two (2) versions of the Proposal:

1. An un-redacted version.
2. A redacted version that conforms with and is limited to redaction of only the sections allowed by La. R.S. 44:1 et. seq. Clearly, mark the cover as such – "REDACTED COPY" – and follow instructions above and in Section 1.13 for identifying confidential information. The Proposer should provide a clearly identified printed signed redacted copy of their Proposal as well as an electronic redacted copy on each CD or flash drive in a Windows compatible format as PDF.

1.11 Technical and Cost Proposals

The University requests the following:

- One (1) Original (clearly marked “Original”) and four (4) numbered copies of the technical proposal. All should be clearly marked technical proposal.

- One (1) Original (clearly marked “Original”) and four (4) numbered copies of the cost proposal. All should be clearly marked cost proposal.

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 is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

All financial, statistical, personal, technical and other data and information relating to the University’s operation which are designated confidential by the University 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 University. The identification of all such confidential data and information as well as the University’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University 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 University to be adequate for the protection of the University’s confidential information, such methods and procedures may be used, with the written consent of the University, 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 University.

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

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

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

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

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

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

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

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

Additionally, any proposal that fails to follow this sections and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.14 Proposal Clarification Prior to Submittal

1.14.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.14.2 Proposer Inquiries

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. Without exceptions, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in Section 1.6-Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the University. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the University’s RFP Coordinator for this RFP, Kristi Montet, by mail, express courier, e-mail, hand, or fax:

University of Louisiana at Lafayette
Office of Purchasing
Attention: Kristi Montet 104 University Circle, Room 123
P.O. Box 40197 Martin Hall
Lafayette, LA 70504-0197 Lafayette, LA 70503

Email: kristim@louisiana.edu Telephone: (337) 482-5201 / Fax: (337) 482-5059
Written inquiries or request **must** include Solicitation Number, Contact Name, Mailing Address, Phone Number, and Email Address.

Only the RFP Coordinator or their designee has the authority to officially respond to Proposer’s questions on behalf of the University, including during the Blackout Period. Any communications from any other individuals are not binding to the University.

The University reserves the right to modify the RFP should a change be identified that is in the best interest of the University.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events (Section 1.6) at [https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm](https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm).

*Note: LaPAC is the State’s online electronic bid posting and notification system resident on OSP’s website [http://www.doa.la.gov/Pages/osp/Index.aspx](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://lagoverp_vendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg](https://lagoverp_vendor.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](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 University employee or contractor of the University involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to University employees, but also to any contractor of the University. “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, RFP Coordinator, as per Section 1.14.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the University and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the University and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.
Any bidder, Proposer, or University Contractor who violates the Blackout Period may be liable to the University in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal’s disqualification.

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring University 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 University will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer.

1.16 Changes, Addenda, Withdrawals

The University 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. The University also reserves the right to cancel or reissue the RFP. 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 LaPAC website for addenda to the RFP, if any.

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 accomplish this, 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 University reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.
1.19 Proposal Reject/RFP Cancellation

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

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of University. Selection or rejection of a proposal shall not affect this right. All proposals submitted will be retained by the University and not returned to Proposers. Any copyrighted materials in the response are not transferred to the University.

1.21 Cost of Offer Preparation

The University shall not be liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral discussion/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 University.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract awarded from this RFP. Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer’s cost.

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 University 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 University to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The University 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 this RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, should 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. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work and shall assume total responsibility for compliance.

Unless provided for in the contract with the University, 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 University.

1.25 Written or Oral Discussions/Presentations

The University, 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 University’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

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

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

Written or oral discussions/presentations for clarification may be conducted to enhance the University's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.
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 University, which will determine the proposal most responsive or most advantageous to the University, 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 University 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 award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the University in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

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

1.29 Contract Award and Execution

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

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Appendix A. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.
If the contract negotiation period exceeds thirty (30) business days or if the selected Proposer fails to sign the contract within seven (7) business days of delivery, the University may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Committee will compile the scores and make a recommendation to the University Director of Purchasing on the basis of the responsive and responsible proposer(s) with the highest score(s).

The University intends to award to a single Proposer.

The University 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.), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Chief Procurement Officer, within fourteen (14) calendar days after the award has been announced by the University.

The award of a contract shall 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 the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts procurement 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

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University’s Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University’s Risk Manager.
Contractor shall purchase, at its own cost and expense, 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 Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University’s Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers’ Compensation Law with respect to workers’ compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of $1,000,000 and a minimum general 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.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of $1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of $1,000,000 per occurrence.

3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this Contract)

Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence 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.

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subcontractors as insureds under its policies.
Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor’s insurance. Contractor’s coverage shall contain no special limitations on the scope of protection afforded to University. Contractor’s insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System (“Board”), and all of their respective officers, agents, employees, and volunteers.

Except for workers’ compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance (“Certificates”) evidencing the foregoing coverage in advance of Contractor’s delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

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

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor’s policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University’s acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.
I. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

A. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of $1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance 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 at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with 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.
IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University’s ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University’s Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation

University may waive workers’ compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers’ compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of $100,000. 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.
C. Automobile Liability

Automobile Liability Insurance requirements may be waived only if the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

1.33 Subcontractor Insurance

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 University reserves the right to request copies of subcontractor’s Certificates at any time.

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 the contract.

1.34 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University 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 in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of
any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University’s exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract. Any injunction that is issued against the University which prevents the University from utilizing the Contractor’s product in excess of six (6) months and for which the Contractor has not obtained for the University or provided to the University one of the alternatives set forth in the foregoing sentence is cause for the University to terminate the Contract. In the event of such termination, the University will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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

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

1.35 Payment

The University shall pay Contractor in accordance with the Cost Schedule set forth in Attachment I of this RFP. The Contractor may invoice the University monthly, no later than the 10th of each month, at the billing address designated by the University. Payments will be made by University check or electronic payment within approximately thirty (30) days after receipt of a properly executed invoice and approval by University. Invoices shall include the contract and/or purchase order number, and detailed of the services, using department and services rendered and all monthly written reports. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Payment terms shall be negotiated with the successful Proposer.

1.35.1 Late Payments

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

1.35.2 Electronic Vendor Payment Solutions

NOT APPLICABLE TO THIS RFP

1.36 Termination

1.36.1 Termination of the Contract for Cause

The University may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the contract, provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.
The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.36.2 Termination of the Contract for Convenience

The University may terminate the contract at any time by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.36.3 Termination for Non-Appropriation of Funds

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

1.37 Assignment

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

1.38 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, University auditors and if applicable federal auditors and shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.39 Civil Rights Compliance

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.
Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, 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.

1.40 Record Ownership

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

1.41 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the University, the proposal submitted by the Contractor in response to the University’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.

1.42 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.

1.43 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any University or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the University's or Contractor's reasonable control, as the case may be, the University 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.

1.44 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.
1.45 Claims or Controversies

Any claims or controversies arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.46 Code of Ethics

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

1.47 Corporate Requirements

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

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

1.48 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, the following applies to any Proposal with a value of $100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the 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. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The University 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.
2. SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The contractor is expected to build an E-Enterprise platform, referred to as the Coastal Aquifer Research and Management Analytics (CARMA) platform. The platform will be developed for the region of the Chicot aquifer in southwest Louisiana. The platform will allow integration of multi-scale, cross-sector water datasets (e.g., surface and groundwater water availability, demand, quality) needed to support research and policy making for the sustainable management of ground and surface waters across urban, agricultural, and industrial land uses in coastal plain aquifers and connected watersheds. The CARMA platform will allow existing Exchange Network (EN) data flows to be combined with other water data repositories residing outside of the EN into a unified data schema. The CARMA platform should also include a Portal Analysis Visualization Toolkit that allows researchers and managers to visualize the water data.

The CARMA platform will consume water data from various sources, including local, county, and state regulators, agricultural and industrial sectors, and federal agencies. Some of these data are available in machine-readable web services formats (e.g., Water Quality Exchange (WQX) data on the Exchange Network, water quantity and quality data available through the National Water Information System), while others are primarily available via websites, or as spreadsheets directly from the entities responsible for collecting data (e.g., county-based water usage data, water well registries, crop data, power plant withdrawals, North American Land Data Assimilation System (NLDAS) surface runoff data).

Components of the CARMA platform should be implemented using a micro services architecture with all components hosted in a Cloud environment. The services of the platform consist of: Data Harvester; DocumentDB; and CARMA REST API. CARMA should be deployed in both development and production environments to provide a separate environment for user acceptance testing during system development and to provide a testing environment to develop new features and fix bugs.

Developing the CARMA platform will result in a new E-Enterprise Portal shared service that will allow future data aggregation/analysis tools available through the Portal to easily visualize environmental information. Where applicable, CARMA components will be registered in the Exchange Network Reusable Component Services (RCS) registry. The following CARMA components will be registered as data dictionaries in RCS: CARMA JSON Schema; and E-Enterprise Portal Analysis Visualization JSON Schema. CARMA Data Harvester will be registered as a custom tool in RCS. CARMA REST API will be registered as a REST web service in RCS. The E-Enterprise Portal Analysis Visualization Toolkit will be registered as one or more widget tools in RCS. The CARMA REST API should be developed according to EN guidelines (http://www.exchangenetwork.net/rest-guidance/).
Project meetings and progress reports will be managed by project management staff provided by the contractor; these project managers will also be responsible for day-to-day project management (e.g., organizing Agile sprints and daily stand-up meetings). The contractor will also supply functional staff members responsible for working with UL Lafayette to elicit software requirements for each goal and output. These requirements will take the form of user stories (e.g., “as a user of the CARMA system, I want to be able to visualize water use data using a choropleth map”), which represent software features to be implemented in a series of Agile software development sprints. Sprints are periods of development focused on developing tightly scoped software features; sprints typically last two to three weeks.

2.2 Tasks and Services

The end results of this service is the development of the CARMA platform, including the following components: CARMA Data Harvester, CARMA JSON Schema, E-Enterprise JSON Visualization Schema, and E-Enterprise Portal Analysis Visualization Toolkit.

The tasks anticipated under this service are as follows:

Task 1: Project Management – Development of the project plan, organizing Agile sprints and stand-up meetings, facilitation of status meetings, preparation of minutes, and preparation and delivery of monthly progress reports.

Task 2: Requirements Scoping – Project initiation requirements validation will be required to confirm understanding, estimate accuracy and solution fit.


Task 4: Acceptance Testing - Testing to be performed at the conclusion of each development sprint and a final acceptance test.

2.3 Deliverables

The following is a list of the expected deliverables and their timetables:

- Agile sprints, including project meetings and project initiation requirements validation: Continuously throughout performance period
- Monthly reports: Each month during performance period
- Final report: By end of 18 months
- Data Harvester core components: By end of 2 months
- WQX Harvester: By end of 2.5 months
- NWIS Harvester: By end of 3 months
- NLDAS Harvester: By end of 3.5 months
- LA Water Demand Harvester: By end of 4.5 months
- LA Well Water Data Harvester: By end of 5.5 months
- Crop Water Use Harvester: By end of 6 months
- Power plant Withdrawal Harvester: By end of 6.5 months
Solicitation No. 20020  
CARMA Platform RFP

- CARMA JSON schema (based on WaDE 0.2 XML schema): By end of 7.5 months
- Serialize data from Harvester to CARMA JSON: By end of 8.5 months
- CARMA REST API: By end of 9.5 months
- Getting started guide for customizing CARMA Harvester: By end of 10.5 months
- JSON Visualization Schema: By end of 11.5 months
- Serialize from CARMA REST API to JSON Visualization Schema: By end of 12 months
- Analysis Visualization Toolkit Core Components: By end of 13.5 months
- JSON Visualization Schema ingest: By end of 14.5 months
- Visualization JavaScript widget: Tabular data: By end of 15.5 months
- Visualization JavaScript widget: Graph: By end of 16.5 months
- Visualization JavaScript widget: Geospatial vector: By end of 17 months
- E-Enterprise Portal Integration: By end of 18 months
- Getting started guide for applying EP Visualization widget: By end of 18 months
- Acceptance testing at the conclusion of each development sprint: Continuously throughout performance period
- Final acceptance test: By end of 18 months

2.4 Technical Requirements

The proposer will develop the CARMA platform for the region of the Chicot aquifer in southwest Louisiana. The platform will allow integration of multi-scale, cross-sector water datasets. The CARMA platform will allow existing Exchange Network (EN) data flows to be combined with other water data repositories residing outside of the EN into a unified data schema. The CARMA platform should also include a Portal Analysis Visualization Toolkit that allows researchers and managers to visualize the water data. Components of the CARMA platform should be implemented using a micro services architecture with all components hosted in a Cloud environment. The services of the platform consist of: Data Harvester; DocumentDB; and CARMA REST API. CARMA should be deployed in both development and production environments to provide a separate environment for user acceptance testing during system development and to provide a testing environment to develop new features and fix bugs.

The following is a list of expected technical needs and expertise by the proposer:

- Experience working with and developing E-Enterprise portals for environmental applications
- Experience working with and developing Exchange Network data flows and infrastructure.
- Experience with agile development practices and tools.
- Experience working with Cloud infrastructure similar to that used by EPA and the Exchange Network.
- Experience with environmental data, including both water quantity and water quality
- Experience with developing micro services architectures hosted in a Cloud environment
- Experience with E-Enterprise visualization schema and visualization toolkits
2.5 Project Requirements

The Institute for Coastal and Water Research (ICaWR) Project Manager at UL Lafayette will oversee the project. The UL Lafayette Project Manager will supervise the project by conducting bi-weekly meetings and soliciting monthly progress reports from the contractor; supervising the UL Lafayette Software Developer who will interact directly with the contractor on tasks related to development of the Data Harvester, the E-Enterprise JSON Visualization Schema, and the E-Enterprise Portal Analysis Visualization Toolkit. UL Lafayette will also provide the Cloud resources that will be required to support this service.
3. EVALUATION

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

The evaluation will be conducted according to the following criteria.

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>Company Background and Experience (Section 1.9.4)</td>
<td>24</td>
</tr>
<tr>
<td>Approach and Methodology (Section 1.9.5)</td>
<td>24</td>
</tr>
<tr>
<td>Staff Qualifications (Section 1.9.6)</td>
<td>15</td>
</tr>
<tr>
<td>Hudson/Veteran Small Entrepreneurship Program (Section 1.9.7)</td>
<td>12</td>
</tr>
<tr>
<td>Cost (Section 1.9.8 and 3.1)</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points 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.**

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 Company Background and Experience (Section 1.9.4)

- Prior experience with Exchange Networks, Data Harvester; Portal Analysis Visualization Toolkits, similar to those requested in this RFP (14 Points)
- Documentation (e.g., reports, websites, software) of examples of previous work (5 Points)
• Demonstrated ability to meet the qualifications described in Mandatory Qualifications (5 Points)

3.2 Approach and Methodology (Section 1.9.5)

• Quality of project plan, including: approach and methodology, by which each of the requirements specified in the RFP will be met; tasks and services to be performed; deliverables and timetables; how each task and service will be performed accounting for project phasing, use of tools, and technologies (19 Points)

• Demonstrated understanding of the nature of the project and how the proposal meets the needs of the project, with innovative and effective technical approaches. (5 Points)

3.3 Staff Qualifications (Section 1.9.6)

• Qualified key personnel assigned to the project associated with this RFP (10 Points)

• Availability of both technical and project management skills (5 Points)

3.4 Louisiana Veteran and/or Hudson Initiative (Section 1.9.7)

• Up to 10 points available for Hudson-certified Proposers;

• Up to 12 points available for Veteran-certified Proposers;

• If no Veteran-certified Proposers, those two points are not awarded.

3.5 Cost Evaluation

The Proposer with the lowest total cost that meets or exceeds all required services as identified in Attachment I shall receive 25 points.

Prices (Proposer’s fees and other costs, if any) proposed by the Proposers shall be submitted on the Cost Schedule furnished in Attachment I. Prices proposed shall be firm for the duration of the contract.

The information provided in Attachment I will be used in the Cost evaluation to calculate lowest evaluated cost.

A Proposer’s base cost score will be based on the cost information provided in Attachment I Cost Schedule of this RFP and computed as follows:

CCS = (LPC/TCP X 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

25 = Financial Proposal Points

3.6 Performance Requirements

Monthly reports will be delivered by the contractor during the project duration. A final report will be required at the conclusion of the project. The contractor is also expected to perform agile sprints,
including project meetings and validation of project initiation requirements. The following is a description of the performance requirements that will be used to guide and assess the development of the requested CARMA platform:

- Data Harvester core components: By end of 2 months
- WQX Harvester: By end of 2.5 months
- NWIS Harvester: By end of 3 months
- NLDAS Harvester: By end of 3.5 months
- LA Water Demand Harvester: By end of 4.5 months
- LA Well Water Data Harvester: By end of 5.5 months
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- Visualization JavaScript widget: Geospatial vector: By end of 17 months
- E-Enterprise Portal Integration: By end of 18 months
- Getting started guide for applying EP Visualization widget: By end of 18 months
- Acceptance testing at the conclusion of each development sprint: Continuously throughout performance period
- Final acceptance test: By end of 18 months

3.7 Performance Measurement/Evaluation/Monitoring Plan

The following set of evaluation measures will be used to assess the performance of the project:

- Completion of gathering data necessary for performing analyses.
- Completion of spatio-temporal (dis)aggregation of the data.
- Testing of algorithms for data re-downloading at a later date to include the latest data available.
- Evaluation of data Harvester serialization into CARMA JSON format
- Assessment of the CARMA REST API
- Testing of Visualization via E-Enterprise Portal Analysis Visualization Toolkit.
- Testing of schema necessary to represent data and metadata.
- Testing the shared service for creating web-based visualizations of output data.
3.7.1 Monitoring Plan:

A monitoring plan will be implemented by the University and the contractor according to the following items:

- Monthly monitoring reports for monitoring progress on each task
- Agile sprints
- Stand-up meetings
- Continuous task scheduling to ensure timeliness of task completion.
- Monitoring development of data necessary for performing analyses.
- Monitoring progress on the necessary spatio-temporal (dis)aggregation and it will be performed on the data.
- Data collected by Data Harvester can be serialized into CARMA JSON format for output to CARMA REST API.
- Schema necessary to represent data and metadata of arbitrary data exists so that input can be provided to the E-Enterprise Portal Analysis Visualization Toolkit shared service.
- Data from CARMA REST API can be visualized using E-Enterprise Portal Analysis Visualization Toolkit.
- Acceptance testing passed for each development sprint in development environment
- Final acceptance testing passed in test environment.

3.8 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 or distributor participation and the dollar amount of each.

(The rest of this page intentionally blank)
ATTACHMENT I: COST SCHEDULE
(INCLUSIVE OF TRAVEL AND ALL PROJECT EXPENSES)

Costs **must** be inclusive of all mandatory specifications, tasks, services, and deliverables listed in Attachment I.

Proposers that do not submit pricing in the mandatory format will be considered as nonresponsive to the RFP and will be rejected. The mandatory format is hourly rate pricing. Pricing must be final regardless of actual plan enrollment; this means that the Contractor waives all minimum participation levels, fluctuation levels, etc. for the duration of the rate guarantee period.

The Proposer should provide for each task, the total estimated number of hours by job classification, the billing rate by classification, and total cost. Costs submitted shall be firm for the duration of the contract. No reimbursement of expenses or travel will be paid to Contractor by the University.

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Est # Hours</th>
<th>Billing Rate</th>
<th>Hourly Rate (excluding overhead)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>85</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Platform Development</td>
<td>900</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL Task Cost**

**TOTAL PROJECT COST (All Task): $________________**
ATTACHMENT II: 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)

Official Contact Name: _____________________________________________

E-mail Address: _________________________________________________

Facsimile Number with area code: (             ) ____________________

US Mail Address: _______________________________________________

Proposer shall certify that the above information is true and shall grant permission to the State or University 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 ninety (90) calendar days from the date of proposal's signature below;

5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) 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:

________________________________________

Federal Identification Number:

________________________________________

Address:

________________________________________

City: __________________________ State: ___________ Zip: ___________
ATTACHMENT III: VETERAN/HUDSON INITIATIVE VERIFICATION FORM

The following section must be completed in order for any of the evaluation points available for the Veterans/Hudson Initiatives to be awarded. All supporting documentation (per instructions located in Sections 1.9.7) must be submitted with the Proposal. Failure to submit this form for verification of Veterans/Hudson certification will result in no points awarded.

1. Proposer is a certified small entrepreneurship. YES NO

   If yes, provide Certificate Number and any supporting documentation:

   Certification Number: __________________________

2. Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. YES NO

   If yes, then list the certified entrepreneurialships below and provide clearly labeled supporting documentation:

   a. Company Name:________________________________________________

      Address: ______________________________________________________

      Phone Number: ________________________________________________

      Certification Number: _________________________________________

      Amount of Subcontract: _________________________________________

   b. Company Name:________________________________________________

      Address: ______________________________________________________

      Phone Number: ________________________________________________

      Certification Number: _________________________________________

      Amount of Subcontract: _________________________________________
c. Company Name: _________________________________________________
   Address: _______________________________________________________
   Phone Number: _________________________________________________
   Certification Number: ___________________________________________
   Amount of Subcontract: _________________________________________

d. Company Name:_________________________________________________
   Address: _______________________________________________________
   Phone Number: _________________________________________________
   Certification Number: ___________________________________________
   Amount of Subcontract: _________________________________________

e. Company Name: _________________________________________________
   Address: _______________________________________________________
   Phone Number: _________________________________________________
   Certification Number: ___________________________________________
   Amount of Subcontract: _________________________________________
3. Proposer made “good faith” efforts to subcontract with certified small entrepreneurships.

   YES      NO

   If yes, then supporting documentation must be clearly labeled and attached.

   a. Company Name: ________________________________________________
      Address: ______________________________________________________
      Phone Number: ________________________________________________
      Certification Number: _________________________________________

   b. Company Name: ________________________________________________
      Address: ______________________________________________________
      Phone Number: ________________________________________________
      Certification Number: _________________________________________

   c. Company Name: ________________________________________________
      Address: ______________________________________________________
      Phone Number: ________________________________________________
      Certification Number: _________________________________________
APPENDIX A: SAMPLE CONTRACT

On this ___ day of _______, 20__, the University of Louisiana at Lafayette, hereinafter sometimes referred to as the "University", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to University as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

[Provide the concise description of the data processing consulting services to be acquired]

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work
Attachment II - Hardware/Software Environment
Attachment III - Contractor Personnel and Other Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on ___________ and shall end on ___________. University has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 WARRANTIES

Contractor shall indemnify University against any loss or expense arising out of any breach of any specified Warranty.

A. Period of Coverage. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (spell-out) (n) months thereafter.
B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the University, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the University.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with University standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the University, which after whatever investigation the University may elect to make, may direct the Contractor not to use or incorporate any such components. If the University does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the University in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the University for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the University. Excluded from this prohibition are identified and University-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

### 2.3 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 University and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or
subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University. If applicable, Contractor will indemnify, defend and hold the University 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 University 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 University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University 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 University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the 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 University 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.
2.4 STAFF INSURANCE

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.5 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.

2.6 SECURITY

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

2.7 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _________________. Contractor's seven-digit LDR account number is _________________.

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 hereby attests to its current and/or prospective compliance, and 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.
2.8 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Contractor in order to carry out this Contract, or which becomes 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 University. Contractor shall not be required 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 this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the University's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the following project management functions:

A. **Provide Project Management** - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B. **Provide Project Work Plan** - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities, and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both University and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the University before project payments are made.

C. **Provide Project Progress Reports** - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the University, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered
with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. **Provide Time Sheets** - Accompanying each Progress Report, the Contractor shall submit time sheets to the University Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. **Provide Issue Control.** Contractor will develop and implement with University approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

**3.4 QUALITY ASSURANCE REVIEWS**

University reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the University.

**3.5 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. Individuals to be assigned by the Contractor are listed in Attachment III.

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 University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any University or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the University's or Contractor's reasonable control, as the case may be, the University 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.
D. Other Resources. Contractor will provide other resources as specified in Attachment III.

3.6 UNIVERSITY PROJECT DIRECTOR

University shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director (insert name). Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned University Project Director shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 UNIVERSITY FURNISHED RESOURCES

University will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 UNIVERSITY STANDARDS AND GUIDELINES

Contractor shall comply with University standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of University resources described in Attachment II.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, University shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the University will be compatible with the University's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the University's current desktop applications as described in Attachment II.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. General. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in University- approved design documents developed within this Project, and in the accepted final documentation.
B. Submittal and Initial Review. Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the University Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the University Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the University Project Director. Within the applicable period, the University Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If University disapproves a Deliverable, University will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the University Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the University disapproves that Deliverable, the University will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the University for each activity is contingent upon correction of all such deficiencies and acceptance by the University.

F. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, University hereby agrees to pay to Contractor a maximum fee of ___. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of __________________________ (Name of Designee).

(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)
Example A. Payment by Task.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the University of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

University has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

$000.00 Task 4 Verify Functional Requirements
$000.00 Task 5 Develop Detailed Design for Modified WIS System
$000.00 Task 7 WIS System Modifications and Testing
$000.00 Task 9 Develop System Documentation
$000.00 Task 12 Conduct Pilot Test
$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the University of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the University of the payment task and receipt of an invoice. University will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.

- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the University of all deliverables provided by the contract.
• Upon written University acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.

• The remaining retained funds will be paid to the Contractor upon University acceptance of the system following the warranty/maintenance period.

• No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

**Example B. Payment by Percentage of Completion**

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

**Project Milestone Percentage**

Project Schedule showing start and end dates for key project milestones accepted by the University and conclusion of initial project meeting where objectives and time tables are agreed to by the University and the Contractor 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the University and training of University personnel 30%

Final Plan accepted by the University 20%

**6.0 TERMINATION**

**6.1 TERMINATION FOR CAUSE**

University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.
Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

University 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 an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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. Such termination shall be without penalty or expense to the University except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of University. All such software, records, worksheets, or materials shall be delivered to the University within thirty days of the completion or termination of this contract.

10.0 NONASSIGNABILITY

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

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the University where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or University laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all 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.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

14.0 FUND USE

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

15.0 NON-DISCRIMINATION

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 this contract without regard to race, color, religion, sex, sexual orientation, 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.

16.0 HEADINGS

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

17.0 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 University 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.

18.0 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.

19.0 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.

20.0 ENERGY POLICY AND CONSERVATION ACT

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

21.0 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.
22.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE
This contract, (together with the Request for Proposals and addenda issued thereto by the University, the proposal submitted by the Contractor in response to the University'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.

THUS DONE AND SIGNED on the date(s) noted below:

Accepted for: CONTRACTOR:

________________________________
Contractor Signature
By: _____________________________
Title: ___________________________
Date: ___________________________

Accepted for UNIVERSITY

By: _____________________________
Title: ___________________________
Date: ___________________________
APPENDIX B: SAMPLE BOARD RESOLUTION OR SIGNATURE AUTHORITY

STATE OF _______________________________

COUNTY/PARISH OF ______________________________

On the __________ day of __________________, 20__, at a meeting of the Board of Directors of ________________________________________________________________________________________________________________, a corporation, held in the City of ___________________________, State of _______________, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

“BE IT RESOLVED that the Board of Directors of the above referenced corporation do hereby authorize (Name and Title) _______________________________________________________
____________________________________________________________________________
and his/her successors in office to sign and submit a proposal; to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the University of Louisiana at Lafayette, with the effective date of ____________________________; and to execute said documents on behalf of the corporation, and further, we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.”

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of ________________________________________________________________________________________________________________

HELD ON THE ________ DAY OF ____________________, 20__._______________________________

Secretary