REQUEST FOR PROPOSALS

for

AUTOMATED MANAGEMENT SUPPORT AND MAINTENANCE SERVICES
LOUISIANA MILITARY DEPARTMENT
STATEWIDE

RFP #: 112PSCLA20A019
Proposal Due Date/Time: March 10, 2020 at 2:00 PM CT

State of Louisiana
Office of State Procurement

January 15, 2020
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REQUEST FOR PROPOSAL
FOR
AUTOMATED MANAGEMENT SUPPORT AND MAINTENANCE SERVICES

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing Automated Management Support and Maintenance (AMSM) Services.

This Request for Proposal (RFP) is issued by the Louisiana Military Department for the purpose of obtaining in a timely manner, within thirty (30) days of contract award date, Automated Management Support and Maintenance (AMSM) services. In the event that there is an actual emergency on or about the time of the contract award date, then the Military reserves the right to obtain the AMSM services in less than 30 days. The Military is seeking to obtain AMSM services through a contract with a qualified software developer service provider (hereinafter called “Contractor”). The Contractor will provide Automated Management Support and Maintenance services on the existing software system titled Point of Distribution Inventory System (PODIS) hereinafter called the “Project” which supports emergency response activities for the Military Department.

1.2 Background

The focus of this RFP centers on work to be performed at one (1) location of the Louisiana Military Department (LMD). The work location for this RFP is at LMD / Louisiana National Guard (LANG) Unified Logistics Element (ULE; Office of Motor Vehicle Management & Financial Building), at 7979 Independence Blvd., Baton Rouge, LA 70806. Work performed for this RFP will be invoiced on a Task Order basis. The LMD has a requirement for AMSM to an existing electronic Inventory System, the Project. The existing Inventory System is a .Net (C#) application with a Microsoft SQL Server backend and is used to capture, manipulate, and report data for logistics and real time accounting purposes. The Project system already enables the tracking and reporting of several commodities and logistic actions but requires: system maintenance, customization to improve output, and achieve the highest degree of readiness and accuracy. Vendors should base their proposals on performing AMSM services at the ULE. When LMD directs the Contractor to any location other than the Unified Logistics Element, 7979 Independence Blvd., Baton Rouge, LA 70806, the Contractor shall be entitled to travel costs in accordance with Louisiana Travel Guide 2019-2020/PPM49 or more recent version, https://www.doa.la.gov/osp/Travel/travelpolicy/TravelGuide-2019-2020.pdf.

1.3 Goals and Objectives

Contractor will provide programming and software support services to meet the timelines and provide quality services as required by Work Orders.
1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about June 1, 2020 and is anticipated to end on May 31, 2023. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

<table>
<thead>
<tr>
<th>Agency</th>
<th>Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCP</td>
<td>Business Continuity Plan</td>
</tr>
<tr>
<td>CO</td>
<td>Louisiana Military Department Contracting Officer</td>
</tr>
<tr>
<td>Contractor</td>
<td>Any person having a contract with a governmental body; the selected Proposer.</td>
</tr>
<tr>
<td>COR</td>
<td>Louisiana Military Department Contracting Officer Representative</td>
</tr>
<tr>
<td>CT</td>
<td>Central Time (Time Zone)</td>
</tr>
<tr>
<td>Discussions</td>
<td>For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.</td>
</tr>
<tr>
<td>DOA</td>
<td>Division of Administration</td>
</tr>
<tr>
<td>DPS</td>
<td>Department of Public Safety</td>
</tr>
<tr>
<td>JLCB</td>
<td>Joint Legislative Committee on the Budget</td>
</tr>
<tr>
<td>LANG</td>
<td>Louisiana National Guard</td>
</tr>
<tr>
<td>LMD</td>
<td>Louisiana Military Department: Louisiana Military Department Agency initiating this Request for Proposal</td>
</tr>
<tr>
<td>May and Can</td>
<td>The terms “may” and “can” denote an advisory or permissible action.</td>
</tr>
<tr>
<td>Must</td>
<td>The term “must” denotes mandatory requirements.</td>
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<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
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<tr>
<td>OTS</td>
<td>Office Technology Services</td>
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<tr>
<td>PM</td>
<td>Project Manager (the Contractor’s Coordinator)</td>
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<tr>
<td>PODIS</td>
<td>Point of Distribution Inventory System</td>
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<tr>
<td>Project or The Project</td>
<td>Provision of Automated Management Support and Maintenance services on the existing software system titled Point of Distribution Inventory System (PODIS)</td>
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<tr>
<td>Proposer</td>
<td>A firm or individual who responds to this RFP.</td>
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<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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### RFP Coordinator
Louisiana Military Department Deputy Director, Contracting & Purchasing or Contracting Officer

### RFP Project Officer
Louisiana Military Department Contracting Officer for the Military Department

### Shall and Will
The terms “shall” and “will” denote mandatory requirements.

### Should
The term “should” denotes a desirable action.

### State
The State of Louisiana.

### Task Order
Contractor’s response for converting a Work Order issued by LMD to a Task Order and will be used for Invoicing.

### ULE
Unified Logistics Environment, 7979 Independence Blvd., Baton Rouge, LA70806

### Work Order
For the purposes of this RFP, a work order prepared by the PO is the specific description of the desired work to be performed under this contract, including the specific deadlines, acceptance criteria and any product or deliverables required for each specific work order. The maximum hours to be worked, the specific services required for each work order, etc. will be proposed by the Contractor and in the form of a specification document to include cost. The PO and LMD shall approve the specification document prior to work being performed. Multiple work orders will be issued during the term of the contract.

### 1.6 Schedule of Events

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP advertised in newspapers and post to LaPac</td>
<td>January 15, 2020</td>
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<tr>
<td>Mandatory Pre-proposal conference</td>
<td>February 5, 2020 at 9:00 A.M. CT</td>
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<tr>
<td>Deadline for receipt of written inquiries</td>
<td>February 12, 2020 at 2:00 P.M. CT</td>
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<tr>
<td>Deadline to answer written inquiries</td>
<td>February 27, 2020 at 2:00 P.M. CT</td>
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<tr>
<td>Deadline for receipt of proposals</td>
<td>March 10, 2020 at 2:00 P.M. CT</td>
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<td>Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>To Be Scheduled</td>
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<tr>
<td>Contract execution, on or about</td>
<td>June 1, 2020</td>
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**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

### 1.7 Proposal Submittal

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

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals. Proposer must provide information that describes the level of experience of the proposer and the proposed staff:

- Configuring, customizing, modifying, maintaining and enhancing .Net C# software applications;
- Using Microsoft Visual Studio 2012 or higher versions.
- Using Microsoft SQL Server 2012 or higher version.
- Proposers must identify the level of experience in utilizing PODIS.
- Proposers must identify their level of understanding of the intellect in PODIS.
- Proposers must identify their level of experience in Commodities Distribution Operations.
- Proposers must identify their capability to comply with Louisiana Office of Technology Services Data Center Security Policy and staff capability to comply with criminal background investigation and fingerprint record checks. See Attachment V, Office of Technology Services (OTS) Data Center Security Policy; See Attachment VI, Information Security End User Agreement; See Attachment VII, OTS Criminal Background Check.
- Proposer must demonstrate redundancy in staff with required experience and qualifications to ensure capability of meeting requirements in the event that primary staff is unavailable.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Demonstrate experience and technical ability and knowledge in managing/maintaining automated tracking systems.
- Employ and assign qualified individuals to this project delivering timely service and support capabilities.
- Demonstrate ability to achieve system security access requirements and submit to background checks.
- Proposers may include a demonstration on CD with an example of past work in tracking/accounting for inventories.
- Proposers should reference experiences in operating during act of nature events: hurricanes and emergencies.

1.9 Proposal Response Format

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

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including. Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer’s qualifications and ability to meet the State agency’s overall requirements in the timeframes set by the agency.

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

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

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 the Mandatory Qualifications for Proposer section 1.8.1.

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 Work/Services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency’s existing infrastructure.
- Define its strategy for project team organization and task assignments to transfer application knowledge, to position the Louisiana Military Department 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 utilized 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 (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should identify capability to remotely access the system in the event that on-site support is not possible.

Job titles for staff to be proposed, along with suggested skill sets are provided below.

- **System Design Consultant** – Performs analysis and proper operation for implementation, programming and/or maintenance on the existing software or computer systems. The proposer should provide personnel with three (3) to five (5) years knowledge and experience in, but not limited to:
Creating logical and innovative solutions to complex problems;
Drawing up specific proposals for modification and maintenance on the Project;
Working closely with programmers and a variety of end users to ensure technical compatibility and user satisfaction in logistical inventorying, tracking, accounting;
Identifying and assessing options for potential solutions;
A working knowledge of the bootstrap method for the creation of responsive design application;
Defining software, hardware and network requirements in Microsoft Visual Studio and Microsoft SQL Server with the knowledge of the application being a web based application; and
Designing, testing, installing and monitoring new systems.

- **Senior Programmer/Analyst** – Analyzes user specifications and requirements; encodes, tests, debugs, and documents programs on complex projects; revises and updates programs and documentation as required. Usually requires, but is not limited to, three (3) to six (6) years relevant professional experience or equivalent education. The proposer shall provide personnel with knowledge and experience in Microsoft Visual Studio 2012 and Microsoft SQL Server software.

- **Programmer/Analyst** – Analyzes user specifications and requirements; encodes, tests, debugs, and documents programs on moderately complex projects; revises and updates programs and documentation as required. Usually requires, but is not limited to, two (2) to four (4) years relevant professional experience or equivalent education. The proposer shall provide personnel with knowledge and experience in Microsoft Visual Studio 2012 and Microsoft SQL Server 2012 software. A working knowledge of the bootstrap method for the creation of responsive design application.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.8.1 – Mandatory Qualifications.

### 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: [https://smallbiz.louisianaeconomicdevelopment.com](https://smallbiz.louisianaeconomicdevelopment.com).

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

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

In RFP’s requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified 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.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurialships, 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:
This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

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

1.9.8 Cost Proposal

The Proposer shall provide the total cost, including but not limited to travel and 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). Travel time and travel costs in addition to hourly rates are billable if approved in a Task Order for all hazards events, due to an alternate work site being required. The actual hours to be used for services under the contract will be specified in each Work Order. Travel, due to an alternate work site being required, shall be reimbursed according to the State Travel Regulations.

Attachment IV contains an Hourly Rates Worksheet for the services being requested by this RFP. The Proposer must complete and submit the Hourly Rates Worksheet shown in Attachment IV. Attachment IV may be copied but not recreated.

The actual hours to be used for the services to be performed shall be specified in each work order.

1.9.9 Certification Statement

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

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that five (5) copies and one (1) electronic copy on CD or USB flash drive of the proposal be submitted to the RFP Coordinator at the address specified in Section 1.7. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.
1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked “Original”) and 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 should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

1.14.1 Mandatory Pre-proposal Conference

A mandatory pre-proposal conference will be held at Unified Logistics Element (ULE; Office of Motor Vehicle Management & Financial Building), at 7979 Independence Blvd. Baton Rouge, LA 70806, on the date set in the Schedule of Events (see para 1.6 above). Proposers are required to attend the entire duration of the mandatory pre-proposal conference in order to submit a proposal. The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to ask/submit relevant questions. Any firm or joint venture intending to submit a proposal should have at least one (1) duly authorized representative attend the pre-proposal conference. The mandatory pre-proposal conference will include a demonstration of the system and its functionalities. Proposers will also be given the opportunity to test the system themselves. Source code for the system will be available for proposers to view under the supervision of Louisiana Military Department personnel to prevent copy or alteration.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Work/Services must be submitted to:

Louisiana Military Department, ATTN: Contracting Officer, COL (Ret) Michael Deville, Building 718 E Street, Camp Beauregard, Pineville, LA 71360-0613, 318-641-5359 (Phone), E-mail: michael.p.deville.nfg@mail.mil

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

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

Only the Louisiana Military Department Deputy Director, Contracting and Purchasing or the Contracting Officer has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

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

Help scripts are available on OSP website under vendor center at:
http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx

1.14.3 Blackout Period

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

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

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

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

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

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

1.16  Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

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

1.17  Withdrawal of Proposal

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

1.18  Waiver of Administrative Informalities

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

1.19  Proposal Rejection/RFP Cancellation

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

1.20  Ownership of Proposal

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

1.21  Cost of Offer Preparation

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

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the 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 the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

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

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

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

1.24 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any Subcontractor relationships and include specific designations of the tasks to be performed by the Subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each Subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.
Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

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

1.28 Best and Final Offers (BAFO)

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

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

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.
The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

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

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

1.30 Notice of Intent to Award

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

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). 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 person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

The State reserves the right to make multiple awards.

1.31 Right to Prohibit Award

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

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

1.32.1 Contractor’s Insurance

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

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

1.32.2.2 Commercial General Liability

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

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.
1.32.4 Automobile Liability

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

1.32.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (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.

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

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

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

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

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

1.32.4.3  All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.5  Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

1.32.6  Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Military Department, Its Officers, Agents, Employees and Volunteers
BLDG. 718 E Street, Camp Beauregard, Pineville, Louisiana 71360
LA20-A-019

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.32.7 Subcontractors

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

1.32.8 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.

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

1.34 Payment

The maximum amount of the contract is Click here to enter the maximum contract amount per 12 month period, with the ability to increase based on a request of a declared emergency. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4.2 Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the RFP Project Officer Captain Matthew McKey or designee approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

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

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor’s Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor’s proposed costs.

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

1.34.1 Electronic Vendor Payment Solutions

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

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

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

1.37 Right to Audit

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

1.38 Civil Rights Compliance

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

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, 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 the contract.

1.39 Record Ownership

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

1.40 Entire Agreement/ Order of Precedence

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

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

1.41 Contract Modifications

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

1.42 Substitution of Personnel

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

1.43 Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.44 Claims or Controversies

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

1.45 Code of Ethics

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

1.46 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana’s Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any Subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The successful Contractor will provide competent and qualified personnel for software support, design, documentation and maintenance services of existing applications used for the Project. The services will be accomplished through a series of Work Orders that are deemed appropriate for the services secured through this contract as determined and approved by the Louisiana Military Department and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

Estimated minimal level of effort the Contractor may anticipate over a twelve (12) month period in performing this RFP expressed in Full-Time Equivalent (where 1FTE = 2,080 hours):

- AMSM services for a 3-day training session estimated at .01FTE
- AMSM services for a 7-day training session estimated at .02FTE
- AMSM services estimated at .07FTE
- Total estimated .10FTE

The successful Contractor and employees will be required to complete and sign an End User Agreement.

2.2 Task and Services

The specific tasks to be performed, due dates and priorities of each task cannot be determined at this time. Examples of projects that may be conducted under this contract include, but are not limited to:

- Contractor will be required to have a thorough understanding of the logic/intellect of PODIS or a similar inventory system.
- Analyze an existing data system consisting using Microsoft .Net C# and Microsoft SQL Server.
- Have the ability and demonstrate an accurate understanding of the system, data inputs/outputs, and deliver multiple solution sets.
- Conduct maintenance on the system to maintain an optimum operability to include correcting malfunctions (bugs) when discovered, making recommendations for upgrades, and making minor modifications to improve functionality.
- Conduct all software support changes necessary to implement changes to the existing processing programs resulting from form changes, policy changes or other departmental initiatives or management directives.
- Accomplish any software support services required to change existing programs or implement new programs resulting from legislation or regulatory action or LMD guidance.
- Implementation of any different technology, architecture or upgrades to operating systems.
- Implementation of Contractor’s and/or owner’s recommendations to improve productivity.
- Be able to provide AMSM services during an emergency including Acts of Nature and Acts of Terrorism. Be responsive to request within four (4) hours and be physically present at the ULE in
Baton Rouge within twenty-four (24) hours of notification, number of personnel and positions will be determined by the mission.

2.3 Deliverables

All work under the Agreement requires an approved Task Order. The RFP Project Officer shall generate a Work Order describing the work to be performed, the results to be achieved from the project, the deadlines for timely completion, and any special requirements for performance. The Contractor will deliver a Task Order for approval and signature to the RFP Project Officer.

Modifications to the work request may be required until LMD and Contractor agree on the final requirements and cost of each work request. Upon agreement and assignment of funding, a Task Order with all the elements of the Work Order, including cost, shall be submitted by the RFP Project Officer. This Task order shall be forwarded for final signatures to the authorized representative of the Contractor and the LMD Contracting Office. Final approved Task Orders will be issued by LMD Contracting Office. The Contractor will be issued a Notice To Proceed to execute the Task Order. The Contractor will meet the requirements in the performance of an approved Task Order.

2.4 Scope of Work Elements

2.4.1 Functional Requirements

The specific modifications to be performed cannot be determined at this time. Examples of prior Work Orders that can be expected are:

1. Make the necessary modifications or enhancements to the Project, consider data sources and end-users of PODIS.
2. Make the necessary code changes as necessary for new tracking categories.
3. Update as Microsoft .Net C# and Microsoft SQL Server software as needed.
4. Support interfaces and data exchanges; assess multiple secondary data sources.
5. Support the capture, formatting, and transfer of images and metadata into the Project.
6. Be prepared to support approximately two (2) training sessions per year. One (1) training session will be approximately three (3) days during a weekend. The second training session will be approximately one (1) week or seven (7) days.
7. Provide twenty-four (24) hour support on site at the ULE or the designated Military location, seven (7) days a week during emergency responses.
8. On-site support for program changes as required by the Work Order.
9. Provide remote site support as authorized by the RFP Project Officer.

Contractor will be responsible for:

1. Clarifying the assignments as needed with appropriate RFP Project Officer.
2. Providing responses to Work Order request promptly, and not more than five (5) business days following receipt of request.
3. Modifying programs to accomplish requested changes in accordance with approved methodology.
4. Developing test data and scenarios to validate changes made.
5. Obtaining verification from the appropriate RFP Project Officer that changes were accurately made and program is functioning correctly.
6. Preparing necessary documentation to properly reflect the changes made.
7. Provide key personnel assignments, contact information, and order of contact listing for project support to the RFP Project Officer.

2.4.2 Technical Requirements

The major components of the system to be supported include:

<table>
<thead>
<tr>
<th>Component</th>
<th>Applications</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>.Net C# source code and SQL Server database</td>
<td>PODIS</td>
<td>Various controls / dropdowns, test boxes.</td>
</tr>
<tr>
<td>Reporting data</td>
<td>Multiple report capabilities to generate statistical and performance data for all tracking indicators.</td>
<td>Example data is available</td>
</tr>
<tr>
<td>Historic records</td>
<td>Ability to maintain historical data in a number of formats.</td>
<td>Existing Software</td>
</tr>
</tbody>
</table>

2.5 Project Requirements

Each Work Order will specify the results to be achieved from the project, the deadlines for timely completion, and any special requirements for performance. Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete each Work Order. The Contractor will document and deliver to the RFP Project Officer, or designee, the results and approval by RFP Project Officer of each completed assignment. RFP Project Officer will measure the Contractor’s performance by the quality of the completed assignment.

Status reports will be delivered to the RFP Project Officer as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues.

Contractor and employees must possess and retain DoD network access privileges as well as State of Louisiana and National Guard networks prior to entering a contract and maintain this status throughout the contract period.

Contractor and employees must be able to properly identify themselves at all times while on a Military or Government Installation. Contractor and all employees must be able to present two (2) valid forms of picture identification at all times while on any military property. Contractor and employees shall comply with all applicable Government regulations, policies and procedures (e.g. fire, safety, security, off-limits areas) while on or at Government facilities.
PART 3: EVALUATION

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

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</td>
<td>25</td>
</tr>
<tr>
<td>Approach and Methodology</td>
<td>20</td>
</tr>
<tr>
<td>Proposed Staff Qualifications</td>
<td>18</td>
</tr>
<tr>
<td>Louisiana Veteran and/or Hudson Initiative</td>
<td>12</td>
</tr>
<tr>
<td>Up to 10 points available for Hudson-certified Proposers;</td>
<td></td>
</tr>
<tr>
<td>Up to 12 points available for Veteran-certified Proposers;</td>
<td></td>
</tr>
<tr>
<td>If no Veteran-certified Proposers, those two points are not awarded.</td>
<td></td>
</tr>
<tr>
<td>See Section 3.2 for details.</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>25</td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td>100</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 thirty-one and one half (31.5) points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

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

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive twenty-five (25) points. Other Proposers shall receive cost points based upon the following formula.

\[ CCS = (LPC/TCP \times 25) \]

Where:  
CCS = Computed Cost Score (points) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TCP = Total Cost of Proposer being evaluated

The State will not accept cost proposals that require a minimum number of hours or provide any guarantees of minimum monthly/annual billing amounts.
3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

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

B. Proposer Status and Allotment of Reserved Points

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

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

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

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

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

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

i. Subcontractor’s name;
ii. Subcontractor’s Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term.

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

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

4.1 Performance Requirements

Each Work Order will specify the results to be achieved from the project, the deadlines for timely completion, and any special requirements for performance. Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete each work order. The Contractor will document and deliver to the LMD PO, or designee, the results and approval by LMD personnel of each completed assignment. LMD will measure the Contractor’s performance by the quality of the completed assignment.

Status reports will be delivered to the CPT Matthew McKey, Project Officer as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The performance of the contract will be measured by the Project Officer, authorized on behalf of the LMD, to evaluate the Contractor’s performance against the criteria in the Scope of Work/Service and are identified as:

The Contractor will document and deliver to the Project Officer, or designee, the results and approval by LMD personnel of each completed assignment. The Project Officer will measure the performance by the quality of the completed assignment.

Status reports will be delivered to the Project Officer as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues.

4.2.2 Monitoring Plan:

The Louisiana Military Department Deputy Director, Contracting and Purchasing (DDCP), Brigadier General (Ret.) Owen W. Monconduit or Contracting Officer, Colonel (Ret.) Michael Deville, LMD, 718 E Street, Camp Beauregard, Pineville, Louisiana 71360, telephone (318) 641-5396 and FAX (318) 641-3362 will be responsible for the expenditure of contract funds and overall monitoring of Contractor operations and performance.

The Project Officer is the immediate monitor of the contract thru quarterly meetings at a minimum. The Project Officer will monitor the tasks and work products of this contract The Project Officer will be the primary contact for daily performance of this contract resulting from the RFP. The Project Officer is
responsible for reviewing the initial invoices from the Contractor prior to submission to the Military Department.

No Louisiana Military Department personnel, other than the Deputy Director, Contracting and Purchasing or the Contracting Officer, shall have the authority to change or alter these requirements.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

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

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

OFFICIAL CONTACT. The State requests that the Proposer designate one (1) person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name: __________________________________________
B. E-mail Address: ________________________________________________
C. Telephone Number with Area Code: ( ) __________________________
D. Facsimile Number with Area Code: ( ) __________________________
E. US Mail Address: ______________________________________________

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer’s quote shall be valid for at least 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 ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

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

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or Authorized Representative

Typed or Printed Name: __________________________________________________________

Date: _________________________________________________________________________

Title: _________________________________________________________________________

Company Name: ________________________________________________________________

Address: ______________________________________________________________________

City: __________________________________ State: ___________ Zip: _______________
ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
LOUISIANA MILITARY DEPARTMENT

AND

CONTRACTOR NAME
Click here to enter the Contractor name

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

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☒
CONSULTING SERVICES ☐
SOCIAL SERVICES ☐
PERSONAL SERVICES ☐

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

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

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

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

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

CITY
Click here to enter the Contractor’s city

STATE
Click here to enter the Contractor’s state

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

TERM OF CONTRACT
This Contract shall begin on June 1, 2020 and shall end on May 31, 2023. The State has the right to extend this Contract up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial three (3) year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT
In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of Click here to enter the maximum contract amount per 12 month period, with the ability to increase based on request of a declared emergency, over multiple years as follows: Click here to enter the multi-year contract breakdown. Payments are predicated upon successful completion of the services described in Description of
Services and acceptance of Deliverables described in Acceptance of Deliverables; receipt of an invoice; and written approval of the Project Officer, Captain Matthew McKey, ESF-7 Manager.

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

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

GOALS AND OBJECTIVES
Contractor will provide programming and software support services to meet the timelines and provide quality services as required by Work Orders.

DESCRIPTION OF SERVICES
Contractor agrees to furnish services to State as specified in this Section and in any attachments. The Contractor will provide software support, design, documentation, maintenance, and error correction for the Point of Distribution Inventory System (PODIS).

A full description of the Scope of Work/Services is contained in the following documents, which are made a part of this Contract:
- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

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

ACCEPTANCE OF DELIVERABLES
Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

A. General. The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.

B. Submittal and Review. Contractor shall provide written notification to the Project Officer that a Deliverable is completed, and available for review and acceptance.

Upon Contractor’s written notification, the Project Officer shall review the Deliverable within 10 business days. Within this period, the Project Officer shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. Acceptance or Rejection. A Deliverable shall be considered accepted unless, within the ten (10) business days, the RFP Project Officer notifies the Contractor in writing that the Deliverable is rejected.
and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

D. **Resubmitting Deliverables.** Contractor shall provide written notification to the Project Officer when the Contractor resubmits a Deliverable for acceptance. The Project Officer shall review the resubmitted Deliverable within five (5) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Project Officer notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The Project Officer shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

**TERMS OF PAYMENT**

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

The maximum amount of the contract is [Click here to enter the maximum contract amount per 12 month period, with the ability to increase based on request of a declared emergency.](#) Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4.2 Technical requirements (as applicable) of the RFP. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the Project Officer, Captain Matthew McKey or designee approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

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

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor’s Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor’s proposed costs.

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

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF**

Project Officer or Emergency Support Function 7 Director
VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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

SUBSTITUTION OF KEY PERSONNEL

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

STATE FURNISHED RESOURCES

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

TAXES

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

TERMINATION FOR CAUSE

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

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

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.
REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

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

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

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

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

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

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

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

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

**NON-DISCRIMINATION**

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, 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.

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

**ELIGIBILITY STATUS**
Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
CONFIDENTIALITY
Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

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

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

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with La R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

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

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

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

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

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

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

**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. For insurance requirements, refer to Exhibit A.

**LICENSES AND PERMITS**

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

**SECURITY**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.
CODE OF ETHICS
The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

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

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

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

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

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

INSURANCE REQUIREMENTS FOR CONTRACTORS
See Section 1.32.1 of the RFP.

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

– Remainder of page intentionally left blank –
– Signatures on next page –
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

(Print Name & Signature)

(Print Name & Signature)

LOUISIANA MILITARY DEPARTMENT

By: ______________________________

Title: ______________________________

WITNESSES SIGNATURES:

(Print Name & Signature)

(Print Name & Signature)

CONTRACTOR SIGNATURE:

By: ______________________________

Title: ______________________________
STATEMENT OF WORK

SCOPE OF WORK/SERVICES
Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Part 2: Scope of Work/Services of the RFP.

INTRODUCTION
The successful Contractor will provide competent and qualified personnel for software support, design, documentation and maintenance services of existing applications used for the Project. The services will be accomplished through a series of Work Orders that are deemed appropriate for the services secured through this contract as determined and approved by the Louisiana Military Department and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

The successful Contractor and employees will be required to complete and sign an End User Agreement.

DESCRIPTION OF SERVICES/TASKS
The specific tasks to be performed, due dates and priorities of each task cannot be determined at this time. Examples of projects that may be conducted under this contract include, but are not limited to:

- Contractor will be required to have a thorough understanding of the logic/intellect of PODIS or a similar inventory system.
- Analyze an existing data system consisting using Microsoft .Net C# and Microsoft SQL Server.
- Have the ability and demonstrate an accurate understanding of the system, data inputs/outputs, and deliver multiple solution sets.
- Conduct maintenance on the system to maintain an optimum operability to include correcting malfunctions (bugs) when discovered, making recommendations for upgrades, and making minor modifications to improve functionality.
- Conduct all software support changes necessary to implement changes to the existing processing programs resulting from form changes, policy changes or other departmental initiatives or management directives.
- Accomplish any software support services required to change existing programs or implement new programs resulting from legislation or regulatory action or LMD guidance.
- Implementation of any different technology, architecture or upgrades to operating systems.
- Implementation of Contractor’s and/or owner’s recommendations to improve productivity.
- Be able to provide AMSM services during an emergency including Acts of Nature and Acts of Terrorism. Be responsive to request within four (4) hours and be physically present at the ULE in Baton Rouge within twenty-four (24) hours of notification, number of personnel and positions will be determined by the mission.

SCHEDULE REQUIREMENTS
Are specific to each Task Order

PERFORMANCE MEASURES AND MONITORING PLAN
The performance of the contract will be measured by the RFP Project Officer, authorized on behalf of the LMD, to evaluate the Contractor’s performance against the criteria in the Statement of Work and are identified as:
The Contractor will document and deliver to the RFP Project Officer, or designee, the results and approval by RFP Project Officer of each completed assignment. The RFP Project Officer will measure the performance by the quality of the completed assignment.

Status reports will be delivered to the RFP Project Officer as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues.

**MONITORING PLAN**
ESF-7 Director Joseph Griffin will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Project Officer Captain Matthew McKey will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.

**DELIVERABLES**
Contractor agrees to provide the following deliverables within the time frames specified herein: The Project Officer shall generate a Work Order describing the work to be performed, the results to be achieved from the project, the deadlines for timely completion, and any special requirements for performance. The Contractor will deliver a Task Order for approval and signature to the Project Officer.

Modifications to the work request may be required until LMD and Contractor agree on the final requirements and cost of each work request. Upon agreement and assignment of funding, a Task Order with all the elements of the Work Order, including cost, shall be submitted by the RFP Project Officer. This Task order shall be forwarded for final signatures to the authorized representative of the Contractor and the LMD Contracting Office. Final approved Task Orders will be issued by LMD Contracting Office. The Contractor will be issued a Notice To Proceed to execute the Task Order. The Contractor will meet the requirements in the performance of an approved Task Order.

**CONTRACTOR PERSONNEL AND OTHER RESOURCES**

**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 State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as
the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. Other Resources. If any, will be Task Order specified.

CONTRACTOR PERSONNEL
The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

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<th>Name</th>
<th>Company Responsibilities</th>
<th>Classification Rate</th>
<th>Expected Duration</th>
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Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

Louisiana Military Department shall appoint a Project Officer for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned Project Officer shall be the principal point of contact on behalf of the Louisiana Military Department and will be the principal point of contact for Contractor concerning Contractor’s performance under this Contract.

The Project Officer will assign physical access and electronic entry into the Project system.
ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:
- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

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

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

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

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<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already Enrolled</th>
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<tr>
<td>LaCarte</td>
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<td>EFT</td>
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________________________________________
Printed Name of Individual Authorized

________________________________________
Authorized Signature for payment type chosen

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Date

________________________________________
Email address and phone number of authorized individual
ATTACHMENT IV: HOURLY RATES WORKSHEET

The Proposer shall provide hourly rates for the Automated Management Support and Maintenance (AMSM) services to be performed. The hourly rate must include any and all costs the Contractor expects to be paid, including labor, labor during emergency operations, per diem, travel, overhead, account management, and any other costs related to providing the services requested: for example: criminal background check fee per employee, etc.

However, travel time and travel costs in addition to hourly rates are billable, if approved, in a Task Order for all hazards events, due to an alternate work site being required. The actual hours to be used for services under the contract will be specified in each Work Order. Travel, due to an alternate work site being required, shall be reimbursed according with the State Travel Regulations.

Proposer must provide the rate per hour for each job title. The State will multiply the rate per hour for each job title by a relative usage percentage which has been derived from past experience. The weighted rates per hour for each job title will be summed in order to arrive at a weighted bid price. The weighted bid price will be used in the cost evaluation. The rates are for evaluation purposes and cost basis for any resulting agreement(s).

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<tr>
<th>Job Title</th>
<th>Relative Usage %</th>
<th>Rate per hour</th>
<th>Weighted Rate per hour</th>
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<tr>
<td>System Design Consultant</td>
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<tr>
<td>Senior Programmer/Analyst</td>
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<td>Programmer/Analyst</td>
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Typed or Printed Name: ____________________________________________________________

Company Name: ________________________________________________________________

Authorized Signature: __________________________________________________________

SIGNATURE of Proposer's Authorized Representative __________________________ DATE __________

RFP #: 112PSCLA20A019
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TOPICS

1: PURPOSE

2: DEFINITIONS

3: GENERAL

4: RESIDENT/EMPLOYEE ACCESS

5: TENANT ACCESS

6: CONTRACTOR ACCESS

7: VISITOR ACCESS

8: AFTER HOURS ACCESS

9: TRAINEE OR MEETING ACCESS

10: LOCKING AND UNLOCKING OF LOBBY DOORS

11: SECURITY OFFICER SPECIAL INSTRUCTIONS

12: OTHER INSTRUCTIONS

13: EMERGENCY CONTACTS

14: ISB MANAGEMENT CONTACTS

15: DOCUMENTATION

1.0 PURPOSE:

This document describes the access procedures for the State of Louisiana Data Centers. These procedures are intended to guide employees, tenants, contractors, and visitors as well as establish a framework for proper performance of duty within state laws.
2.0 DEFINITIONS:

2.1 Data Center Operations (DCO) – The Unit within the Office of Technology Services (OTS) that manages the State of Louisiana Data Centers.

2.2 Data Center (DC)

2.1.1 DPS – The Department of Public Safety Data Center located at 8001 Independence Blvd.

2.1.2 ISB – The Information Services Building located at 1800 N. 3rd Street.

2.3 After-hours – After-hours shall mean the time between the locking of the main entrance and the unlocking on the next normal workday (5:30pm – 6:30am). This includes holidays, weekends and emergency closing.

2.4 Residents/Employees – Residents/Employees shall mean an individual whose primary work place is within the Data Center Buildings. Residents/Employees are provided magnetic entry cards that are authorized for the Data Centers.

2.5 Tenant - Employees and/or Service Providers of any Agency that has equipment housed within the Data Center and has been granted access to the equipment location.

2.6 Contractor – Includes support staff that service Data Center Infrastructure and/or equipment housed within the Data Centers. Contractors/Staff may have been provided magnetic entry cards authorized for Data Center access

2.7 Visitor - Visitor shall mean any person not residing/employed at the ISB, or who has not been issued a magnetic entry badge with access to the Data Centers. This includes vendors, contractors, guests, etc.

2.8 Word Meaning:

2.8.1 May . . . means permission.

2.8.2 Should . . . means the action is the desired one but another course of action may be followed.

2.8.3 Shall . . . means the described action is the only one permitted.

2.8.4 Visitor . . . Anyone that has not been granted badge access to the Data Center by DC Management.

3.0 GENERAL:

3.1 Access to the Data Centers are controlled in accordance with the provisions of Revised Statute 14:63.3 which reads, in part: "No person shall without authority go into or upon or remain in or upon or attempt to go into or upon or remain in or upon any structure, watercraft, or any other movable, or immovable property, which belongs to another, including public buildings and structures, ferries, and bridges, or any part, portion, or area thereof, after having been forbidden to do so, either orally or in writing . . . "

3.2 If something is not correct about the procedures, the person knowing this shall contact one of the persons listed in Section 14.
3.3 Exceptions to this policy may be granted by the Data Center Operations Director or CIO on an as-needed basis.

4.0 RESIDENT/EMPLOYEE ACCESS:

4.1 All residents/employees at the Data Centers shall use their own personal magnetic entry card, and not allow anyone else to use it, or grant access to others. It is their responsibility to have their own card in their possession when access is required in the Data Center.

4.2 All residents/employees will use the main entrance to the Data Centers during off hours, which include the hours from 5:30 p.m. to 6:30 a.m. daily and all holidays, weekends and emergency closings. During these hours, residents/employees should sign in and out at the security desk.

4.3 All residents/employees will wear their Photo ID while in the Data Center so it can be visible to security and other employees.

4.4 A temporary card will be issued, with management approval, to an authorized employee needing short-term access to the Data Center. This may be due to a lost, stolen, or forgotten card and shall be logged as to details. Requests for a temporary card should be directed to the DCO Facilities Group.

5.0 TENANT ACCESS

5.1 All tenants at the Data Centers shall use their own personal magnetic badge card, and not allow anyone else to use it, or grant access to others. It is their responsibility to have their own card in their possession when access is required into or within the DC’s.

5.2 All tenants at the Data Centers shall use the main entrance at all times and are required to sign-in and out at the security desk. If a tenant requires entry through the loading dock area, he/she may enter but must immediately go to the security desk to sign in.

5.3 All tenants shall wear their Photo ID while within the Data Center so it is visible to security and other employees.

6.0 CONTRACTOR ACCESS

6.1 All Contractors that have access to the Data Centers shall use their own personal magnetic badge card, and not allow anyone else to use it, or grant access to others. It is their responsibility to have their own card in their possession when access is required into or within the DC’s.

6.2 All Contractors entering the Data Centers shall use the main entrance at all times and are required to sign-in and out at the security desk. If a Contractor requires entry through the loading dock area, he/she may enter but must immediately go to the security desk to sign in.

6.3 All Contractors shall wear their Photo ID while within the Data Center so it is visible to security and other employees.
7.0 VISITOR ACCESS

7.1 A visitor entering the Data Center shall report to the security control desk and identify themselves and the nature of their business.

7.2 The security officer shall:

7.2.1 Request a government issued photo ID: i.e.: La State ID Card, Driver’s License, or US Passport

7.2.2 Match the Visitor to the ID.

7.2.3 Insure that the Visitor complete and sign the DC Visitor Log.

7.2.4 Assign the authorized visitor a Data Center visitor badge and have the visitor note it on the DC Visitor Log.

7.2.5 Contact the unit or individual the visitor wishes to see to authorize entry and for an escort to the work area, if appropriate.

7.2.6 Upon exit of the visitor, security shall recover the visitor badge and sign the Visitor Log to show the visitor checked out.

7.3 Visitors that are unable, or unwilling to provide a government photo ID must be approved by Data Center Management.

7.4 A visitor exiting the security envelope cancels the previous visit. A re-entry shall be processed as a new visit; however, the security officer may allow visitors to step outside the front entrance to smoke.

8.0 AFTER-HOURS ACCESS:

8.1 After-hours visitors are only permitted access with prior approval.

8.2 Residents/Employees, Tenants and Contractors are admitted by the use of their personal access card and are required to sign in/out at the Security Office.

8.3 Technicians, Vendors, or Visitors, without their own access badges, are required to sign in/out at the Security Office. They will be issued visitor badges and shall be accompanied by a badged employee/tenant as long as they are within the facility.

8.4 Members of DPS Police, State Buildings Police, and Maintenance personnel of the Office of State Buildings/Buildings and Grounds are admitted by the use of their personal access card and are required to sign in/out at the Security Office.

8.5 Security will be notified in the rare instance when an after hour delivery is expected, and will assist the carrier/courier by receiving the item and notifying the listed recipient, or person authorizing the delivery.
9.0 TRAINING or MEETING ACCESS:

9.1 The Data Center Training and Meeting rooms may require a large number of visitors to enter the building at one time.

9.2 This special class of visitors will be processed as follows:

9.2.1 Training: All trainees should be treated as visitors, and be required to sign in and issued a visitors badge per normal procedures. The Training Coordinator will notify the Data Center Security Officers in advance that a training class is scheduled, and will provide a list of persons that are registered for class on a particular day. If a person attempting to enter the Data Center is not listed, the Data Center Management should be contacted to secure authorization for an exception. The security officer will then be allowed to open the appropriate door and direct the student to the proper room.

9.2.2 Meeting: All persons holding meetings at the Data Centers that are expecting visitors shall notify the Data Center Security Officers in advance that that such a meeting is scheduled. This request shall include such information as the intent of the meeting, time, location, and attendees expected.

9.2.3 Meeting attendees will be required to provide identification and state the meeting that they are to attend. The Security officer will verify that the meeting is scheduled, issue a visitor’s badge, and direct visitors to the meeting room.

9.2.4 The security officer should recover the visitor badge and sign out the visitor at the end of the day or completion of their class.

9.2.5 Public meeting: Public meetings are hearings and meetings of governmental bodies or other meetings that are open to the general public or meetings so designated by the meeting organizer or by state law. In the case of a public meeting, Data Centers Management should be notified via an email message in advance. The attendees will be requested to sign in. The schedule should be verified, a visitor badge should be issued, and the badge retrieved at the end of the meeting.

10.0 LOCKING AND UNLOCKING OF LOBBY DOORS:

10.1 The main entrance of the Data Centers are automatically unlocked between the hours of 6:30 am and 5:30 pm Monday through Friday. On weekends and holidays, it will remain locked.

10.2 The security office is to remain locked at all times as well and the lights shall remain on at all times. The guard on duty should limit the use of the phone to business only.

11.0 SECURITY OFFICER SPECIAL INSTRUCTIONS:

11.1 The security officer shall not grant entry to anyone whose card is not permitting his or her normal access into the Data Center. This could be a result of cancelled access or an improperly working card. Those problems should be directed to the Data Center Management. This includes any forgotten or lost cards.
11.2 Should the security officer require extended relief, he/she should call Data Center Facility Management or his/her Company Supervisor for any assistance.

11.3 Security officers who smoke should do so only outside the main entrance of the Data Center in the designated smoking area, remaining in a position to verify employee badges upon entry or exit. When a visitor requires entry or exit, the officer must return to the desk immediately without delaying the visitor.

11.4 After-hours, the security officer is responsible for minimizing absence from his/her security control post; however, rounds should be made periodically (especially after normal business hours). During these rounds, the security officer should secure any open door and make an entry in the building security log, recording the time and the door that required attention.

11.5 The security officer should utilize the camera surveillance camera to the best of their ability. The security officer **SHALL** notify **DPS Police** and DC Management immediately if any unusual situation should arise, and DPS shall make a determination of the action to be taken.

11.6 Log all such activities, including any abnormal building situation such as an annunciator panel alarm or the generator start/stop times.

11.7 Copies of all security logs shall be provided to Data Center Management on a daily basis.

11.8 In the event of an emergency, the security officer should exercise every effort to grant access, and or direct emergency personnel to the situation as quickly as possible. This includes such people as EMS, Fire, and or Police.

12.0 OTHER INSTRUCTIONS:

12.1 Building employees are responsible for notifying the security officer on duty of any visitors in the building who are not badged. Security shall call Data Center Management and shall attempt to locate the individual and verify authorization. Individuals that cannot or will not produce a badge or valid access card shall be escorted by DPS Police to the security office where the supervisor of the employee or a properly authorized person shall be called. DPS Police will determine how the unauthorized employee/visitor managed to enter without detection and document the findings.

12.2 Both employees and visitors requesting building access shall receive immediate attention and shall be treated with respect. No matter how difficult the person with whom you are dealing may become, remain calm, courteous, and fair.

13.0 EMERGENCY CONTACTS:

**DPS Police** (Dispatch)
225-925-6536

**DCO Support Call Tree** (After Hours)
225-424-6321
14.0 DCO MANAGEMENT CONTACTS:

14.1 For any question, clarification, or difficulty associated with the performance of these procedures, contact in order:

14.1.1 Derek Williams (DCO Director)
(Work) 225-342-0808

14.1.2 David Lemoine (DCO Deputy Director)
(Work) 225-219-6044

15.0 DOCUMENTATION:

15.1 The security officer will maintain a file of all completed reports and logs in the Security Office at the Data Center for one year.

15.2 The security officer will notify the Data Center Management of any abnormal situations that exist in the building, and furnish a copy of the daily security log as needed.
ATTACHMENT VI: INFORMATION SECURITY END USER AGREEMENT

Overview

The State of Louisiana is entrusted with sensitive, proprietary and confidential information, including Protected Health Information (PHI), Federal Tax Information (FTI), Criminal Justice Information (CJI), and Personally Identifiable Information (PII) and acknowledges that it should take steps to protect that information. One such step is to confirm that users of the State’s information take responsibility for the protection and appropriate use of the State’s information in accordance with the State’s Information Security policies and procedures. Effective protection of such information requires the participation and support of every State employee, independent contractor and third party affiliate (“Users”). It is the responsibility of every User to acknowledge and follow the guidelines in this Policy.

Purpose

The purpose of this Policy is to provide guidance for the acceptable use of computer equipment and information within an Agency. Inappropriate use exposes the State to risks such as data loss, data corruption, unplanned service outage, unauthorized access to Agency data, and potential legal issues.

Applicability

This policy applies to all Users, including State employees, independent contractors and all other workers at an Agency, including all personnel affiliated with third parties. This policy applies to all computing systems, electronic media and printed materials that are utilized, owned, managed, or leased by an Agency or the Office of Technology Services (OTS).

General Requirements

All Users are responsible for exercising good judgment regarding use of State resources in accordance with State’s Information Security policies and procedures. The State’s resources may not be used for any unlawful purpose. If you have a question regarding the proper use of technical resources, contact the Information Security Hotline toll free at (844) 692-8019.

All State systems, including handheld or mobile devices, computing devices, operating systems, applications, storage media, network accounts, Internet, Intranet, Extranet, and remote access are the property of State. These systems are to be used for business purposes in serving the interests of State, and of Agency clients and customers in the course of normal operations.

Any personal device used in serving the interests of State, must be approved by applicable Agency leadership and the Information Security Team (IST).

Any data created or stored on Agency computing systems remains the property of the Agency. Any personal use of the Agency systems, including any documents or emails, are also the property of the Agency and the State makes no guarantee as to the confidentiality of personal use of Agency systems.

For security, compliance, and maintenance purposes, authorized personnel may monitor and audit Agency computing systems and networks per the State’s policies and procedures and to confirm compliance.

User Accounts

The State’s Users are responsible for the security of data, accounts, and systems under their control.

Keep passwords secure and do not share account or password information with anyone. For example, do not write passwords down, do not email them and always use complex passwords (e.g., at least 8 characters long using a combination of lower case, upper case, numbers, and special characters).

Providing access to another individual, either deliberately or through failure to secure its access, is a violation of this Policy.

If you believe that you have been granted access to systems or data outside the scope of your employment responsibilities or job function, please contact the Information Security Hotline toll free at (844) 692-8019.
Computing Systems

Users are responsible for ensuring the protection of assigned computing devices, including any electronic devices such as laptops, PDAs, mobile devices, and electronic media.

Users are also responsible for ensuring the protection of any personal devices used in the interest of the State.

State Employees using their vehicles to transport the State’s Computing Systems should exercise the utmost caution to safeguard the privacy of and access to such devices. At no time should such equipment be left on car seats, in plain view, in unlocked vehicles or stored in vehicles overnight.

Computing Systems that are stored overnight at non State facilities must be secured with reasonable assurance of privacy to the Data residing on the Systems.


Security and Access Requirements

All State Computer Systems or Agency approved personal devices used for State business purposes (e.g., PCs, laptops, workstations, smartphones, etc.) should be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less.

Users shall not create new passwords that are similar to passwords that have been previously used; create passwords that contain any reference to the State in any form (i.e., Pelican, Saints, etc.); create passwords that contain any personal data such as any portion of the user ID or name, a spouse’s name, or a pet’s name; or create passwords that appear in the dictionary.

Users should secure their workstations by logging off or locking (control-alt-delete or Windows Key + L) the device when unattended.

Users must use due care when transmitting or storing sensitive information. Communications outside of an Agency Network should use mechanisms approved by the Information Security Team (IST) for protecting Confidential or Restricted Data (e.g., encryption).

Portable computers are especially vulnerable and will be protected by a current Antivirus solution and Personal Firewalls, installed or approved by OTS, and may not be disabled or modified by Users.

Users must use extreme caution when accessing electronic media received from outside the State.

Users shall take the necessary and appropriate precautions when opening attachments or emails and shall not open or click on attachments or emails when unsure of the legitimacy of the source or sender.

Known incidents or infections from a virus, malware, or other malicious software should be immediately reported to the Information Security Team.

Streaming media should only be accessed for business purposes from trusted commercial sites. All other streaming media is prohibited.

Meeting hosts should verify that all meeting attendees are authorized access to information shared during meetings (including online meetings). Remote meetings security features, such as pass codes or passwords, should be used to restrict access to the meeting to only authorized individuals. Remote meeting presenters should take care to close, or protect, Confidential or Restricted Data while in “desktop sharing” mode.

Users will take reasonable steps to protect all State property and information from theft, damage, or misuse. This includes maintaining and protecting User workspace, equipment, and information from unauthorized access whether working at Agency facilities or offsite.

Users must use only authorized Instant Messenger clients; all other forms of instant messenger software are prohibited.
Newsrooms, Social Media Sites, and Social Networking Sites

Postings by State Employees regarding Agency business information or news to newsgroups, chatrooms, Internet Relay Chat (IRC), Facebook, Myspace, or other social networking or social media sites is strictly prohibited unless expressly approved in writing by the Agency Communication Director or Executive Leadership. If the User identifies himself or herself as employee or agent of the Agency on any Internet site, any postings to such sites must contain a clear disclaimer that the opinions expressed are solely those of the author and do not represent the views of the Agency or the State of Louisiana.

Virtual Private Network (VPN) Usage

It is the responsibility of users with VPN privileges to protect their VPN login and account information.

Connections to State resources via the VPN must originate from Agency authorized End User devices.

Users understand and acknowledge that by using VPN technology the connected computing resource is a de facto extension of the State’s network, and as such is subject to the same rules and regulations that apply as if connected locally to the network.

Connections to non-State VPNs from within a State network must be specifically authorized by the Information Security Team (IST).

Physical Security

A State issued identification badge must be worn on your person in a visible location at all times within a State facility. The identification badge must be properly secured and a lost badge must be immediately reported to the Information Security Team (IST).

Do not facilitate the entry of non-badge personnel at any time. All visitors must check in at the reception area, clearly wear the Visitor badge at all times, and remain with their designated escort at all times. Guests are not allowed in the State facilities after hours except with the specific authorization of Agency leadership.

Individuals with Agency provided equipment must take appropriate measures to protect the equipment from theft, unauthorized use, or other activity that violates the State’s information Security Policy.

Individuals with access to Confidential or Restricted Data should maintain a clean desk, pickup printed materials in a timely manner and appropriately secure paper based documents when they are not in use.

Privileged User Accounts

Users with privileged user accounts (e.g., administrator or super-user accounts) must agree to the following:

- Individuals with Privileged User Accounts understand it is their responsibility to comply with all security measures necessary and assist in enforcing the Information Security Policy.
- Privileged User Accounts may only be used for valid business functions that require privileged access. Privileged account users must still abide by the least privilege principal and must not access or alter data for which they have no valid business reason to do so.
- Individuals will login to an Agency environment using standard user credentials and then log in to a specific privileged account, except when logging directly into a system interface console.
- Privileged user accounts may not be used to modify the individual’s standard user account.
- Privileged user accounts must comply with requirements of the Information Security Policy prior to modifying any system or user account.
- Individuals with privileged user accounts understand and acknowledge that all privileged user account activity is closely monitored. Individuals with privileged user accounts may not use those accounts to modify, alter, or destroy monitoring log data, except as required by their position responsibility as it relates to log rotation.
End User Agreement

- Individuals with privileged user accounts, and their supervisor or manager, will notify the Information Security Team when the privileged user account is no longer required to perform that individual’s job function.

Unacceptable Use

The following activities are, in general, prohibited. To the extent a State User needs to be exempted from one of the following restrictions for legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services), that State User will be provided express authorization from the Information Security Team. The activities below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Engaging in any activity that is illegal under local, federal, or international law.
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the State of Louisiana.
- Unauthorized copying of copyrighted material including digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the State or the end user does not have an active license is strictly prohibited. The use of any recording device, including digital cameras, video cameras, and cell phone cameras, within the premises of any State properties to copy or record any Internal, Confidential, or Restricted Data is prohibited.
- Connecting network devices such as wireless access points or personal laptops into the State’s network environment without proper authorization from the Information Security Team (IST).
- Intentional introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Agency computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user’s local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any State issued user account.
- Effecting security breaches or disruptions of network communication. Security breaches include accessing data of which the individual is not an intended recipient or logging into a server or account that the individual is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes degrading the performance, depriving authorized access, disabling or degrading security configurations.
- Port scanning or security scanning is expressly prohibited unless prior approval is granted by the Information Security Team.
- Executing any form of network monitoring which will intercept data not intended for the user’s host, unless this activity is a part of the user’s normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any User (e.g., denial of service attack).
- Intentionally restrict, disrupt, impair, or inhibit any network node, service, transmission, or accessibility.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Utilizing unauthorized software, hardware, proxy avoidance websites or services, or any other means to access to any internet resource or website that has been intentionally blocked or filtered by the State, Agency, or IST.
Email and Communications Activities

- Sending non-business related unsolicited email messages, text messages, instant messages, or voice mail, including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material (email spam).
- Engaging in any form of harassment or discrimination through email or other electronic means.
- Use of personal email account from the State networks.
- Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to mislead the recipient about the sender.
- Soliciting email for any other email address (e.g., phishing), other than that of the poster’s account, with the intent to harass or to collect replies.
- Creating or forwarding chain letters, Ponzi or other pyramid schemes to a State User, unless specifically requested by such State User.
- Posting non-business related messages to a large numbers of Usenet newsgroups (newsgroup spam).
- E-mail may not be stored on personal devices (e.g., home computers, personal laptops, PDA’s, Smartphones, etc.) except as authorized by the Information Security Team (IST).
- Text messages should not be used for business discussions. Confidential and Restricted Data shall not be communicated over text messaging.

Users of Confidential and Restricted Information

- By signing this Agreement, Users acknowledge that they are aware of and understand the State’s policies regarding the privacy and security of individually identifiable health, financial, criminal and other personal information of individuals and employees, including the policies and procedures relating to the use, collection, disclosure, storage, and destruction of Confidential and Restricted Data.
- In consideration of Users’ employment or association with the State and as an integral part of the terms and conditions of such employment or association, Users covenant, warrant, and agree that they shall not at any time, during their employment, contract, association, or appointment with the State or after the cessation of such employment, contract, association, or appointment, access or use Confidential or Restricted Data except as may be required in the course and scope of their duties and responsibilities and in accordance with applicable law and corporate and departmental policies governing the proper use and release of Confidential or Restricted Data.
- Users must understand and acknowledge their obligations outlined hereinabove will continue even after the termination of employment, contract, association, or appointment with the State.
- Users must also understand that the unauthorized use or disclosure of Restricted Data shall result in disciplinary action up to and including termination of employment, contract, association, or appointment, the institution of legal action pursuant to applicable state or federal laws, and reports to professional regulatory bodies.
- Users further acknowledge that by virtue of their employment, contract, association, or appointment with the State, they may be afforded access to Confidential Information concerning the operations and practices of a State Agency, which shall specifically include, but shall not be limited to inventions and improvements, ideas, plans, processes, financial information, techniques, technology, trade secrets, manuals, or other information developed, in the possession of, or acquired by or on behalf of the State, which relates to or affects any aspect of State’s operations and affairs (“Confidential Information”). Users agree that they will not use, disclose, or distribute Confidential Information or information derived therefrom except for the exclusive benefit of the State Agency.
- Users understand, acknowledge, and agree that nothing contained herein shall be deemed or regarded as an employment contract or any other guarantee of employment, and shall not otherwise alter or affect User status as an at-will employee (or where applicable, independent contractor) of the State.
Enforcement

Any User found to have violated this Policy may be subject to disciplinary action, up to and including dismissal, or criminal or civil legal actions.

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OTS Criminal Background Check - J4 Form

Date:______________

Buyer Agency: Office of Technology Services
              PO Box 3898
              Baton Rouge, LA 70821

Buyer Financial Contact: DeKava G. Fontenot
Contact Number: 225-342-7209

Seller Agency: Public Safety - LSP
              PO Box 66909
              Baton Rouge, LA 70896

Seller Financial Contact: Sabra Osberry
Contact Number: (225) 923-6730

Transaction Amount: $39.25

Description of Services Provided: Criminal Background Checks

OTS Section: 

Employee/Contractor Name: 

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CRIMINAL HISTORY DETERMINATION

☐ RAP SheET ATTACHED

☐ RESPONSE BELOW
OTS Criminal Background Check - J4 Form

Date: ________________

Buyer Agency: Office of Technology Services
   PO Box 3898
   Baton Rouge, LA 70821

Buyer Financial Contact: DeKaya G. Fontenot
   Contact Number: 225-342-7208

Seller Agency: Public Safety - LSP
   PO Box 66909
   Baton Rouge, LA 70896

Seller Financial Contact: Sandra Seaberry
   Contact Number: (225) 925-0506

Transaction Amount: $10.00

Description of Services Provided: Criminal Background Check

OTS Section: ______________________

Employee/Contractor Name: ______________________

PLEASE USE THE BELOW CHART TO ENTER OTS EXPENDITURE CODING TO PROCESS THE ABOVE REFERENCED TRANSACTION:

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