

REQUEST FOR QUALIFICATIONS

for

LED Strategic IT Modernization & Infrastructure Transition



**Statement of Qualifications Due Date/Time: Monday, February 16,
2026**

**State of Louisiana
Louisiana Economic Development**

RFQ Issue Date: Tuesday, January 27, 2026

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**REQUEST FOR QUALIFICATION
FOR
LED Strategic IT Modernization & Infrastructure Transition**

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Qualification (RFQ) is to obtain competitive Statements of Qualification from qualified Proposers who are interested in providing services for Louisiana Economic Development (LED) related to the assessment, modernization, and optimization of its IT equipment and server infrastructure. This project will include transitioning the LED server infrastructure to a new data center environment. Additionally, the existing IT infrastructure will be thoroughly evaluated and updated as necessary to ensure that LED remains well-positioned for continued success.

1.2 Background

Louisiana Economic Development (LED) is dedicated to enhancing Louisiana's economic competitiveness by forging regional partnerships, retaining and expanding in-state businesses, attracting new enterprises, cultivating small businesses, developing the workforce, and boosting foreign investment and trade. These initiatives are critical to the overall success and economic growth of the state. Under new leadership, LED is well-positioned for continued growth and improvement. To maintain this momentum, LED must enhance its agility and ability to "move at the speed of business."

A key element of LED's strategy for future success is ensuring that its technology infrastructure effectively supports its mission and operations. LED's staff of approximately 180 professionals relies on a secure, reliable, and modern IT environment to carry out the agency's programs and services efficiently.

The IT infrastructure is critical to LED's operations and success. As part of its ongoing IT strategy, LED intends to transition its network and server infrastructure, which is currently housed in a state-operated data center managed by the Office of Technology Services (OTS) in Baton Rouge, to a commercial data center environment within Baton Rouge. This transition is intended to improve flexibility, performance, and long-term sustainability of LED's IT systems.

This effort also presents an opportunity to comprehensively evaluate LED's existing network and server infrastructure and the technologies currently in use. Any outdated, unsupported, or insufficient technologies may be updated or upgraded as necessary to ensure LED continues to operate using industry-standard, best-of-breed solutions.

LED will accept Statements of Qualification from qualified Proposers that contain sufficient information for the Department to determine that satisfactory services can be performed and ensured for the Department.

LED seeks to complete this effort with minimal interruption to services provided to the public, economic partners, and LED staff. The Scope of Work (Part II, Section 2.1) consists of a single component for the purpose of identifying the most capable and efficient Proposer with the knowledge, resources, and capacity necessary to successfully support these objectives.

A Proposer must be capable, either through its own staff or through clearly identified arrangements with third-party Contractors, of performing all services requested within the component in order to be considered. The single-component structure allows prospective Contractors to submit one Statement of Qualification addressing the full collection of services to be rendered.

Statements of Qualification will be reviewed and scored in their entirety, with consideration given to the Proposer's ability to support multiple areas of the project with limited or no third-party support. Only one award will be made.

The amount allocated to the selected Contractor will be determined during contract negotiations, and the resulting contract will reflect a maximum amount payable. All payments will be based on actual work performed and made in accordance with applicable approval processes.

1.3 Goals and Objectives

The primary goals of this project and the resulting contract are to modernize and transition LED's IT infrastructure and to migrate the IT network and server infrastructure from the current Office of Technology Services (OTS) data center to a commercial data center within Baton Rouge. As part of the overall project, all existing LED IT technologies will be thoroughly evaluated, with upgrades implemented where necessary.

The objective of the project is to complete the IT infrastructure transition with minimal operational risk, no incidents, and in the shortest time possible, ensuring continuity of services and operational readiness by the end of July 2026. Additionally, LED's IT infrastructure will be fully transitioned from OTS to LED management and successfully migrated to the new data center without incidents or prolonged system downtime.

Flawless execution of this project is crucial to ensuring the continued success of both LED and the state.

1.4 Term of Contract

The term of any contract resulting from this RFQ may begin as early as March 1, 2026. 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. 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

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the
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	executive branch of this state authorized to participate in any contract resulting from this solicitation.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFQ, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Statement of Qualifications in response to this RFQ.
DOA	Division of Administration
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements.
Proposer	A firm or individual who responds to this RFQ.
RFQ	Request for Qualification
Shall and Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
Procurement Team	LED Procurement Team
IT Staff	LED Information Technology Staff
State	The term "State" shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
Using Agency	The term "Using Agency" shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

1.6 Schedule of Events

Schedule of Events	Date
RFQ post to LaPAC	Tuesday, January 27, 2026
Deadline for receipt of written inquiries	Monday, February 2, 2026
Deadline to answer written inquiries	Monday, February 9, 2026
Deadline for receipt of Statements of Qualification	Monday, February 16, 2026
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Friday, February 27, 2026
Contract execution, on or about	Monday, March 16, 2026

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

1.7 Statement of Qualification Submittal

Statements of Qualification received after the deadline will not be considered.

The Statement of Qualification must be received electronically on or before the date and time specified in the Schedule of Events, according to the following instructions.

The Statement of Qualification must be emailed to christina.ocmand@la.gov before the date and time specified in the Schedule of Events. Emailed submissions are the only acceptable method of electronic Statement of Qualification delivery. Proposers should allow sufficient time to ensure successful email delivery of their Statement of Qualification by the time specified. Proposers are strongly encouraged to email their Statement of Qualification well in advance of the Deadline for receipt of electronic Statements of Qualification, as internet connectivity and file size will affect Statement of Qualification submission upload timeframes.

The State assumes no liability for assuring accurate/complete emails. The responsibility solely lies with each Proposer to ensure their Statement of Qualification is successfully emailed prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding Statement of Qualification emails should visit:

<https://www.opportunitylouisiana.gov/public-information/rfps-rfqs>

Or contact:

Christina Ocmand, Grants/Contract Reviewer, Louisiana Economic Development
christina.ocmand@la.gov

1.8 Statement of Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of the Statement of Qualification.

- The Proposer shall be a strategic consulting Informational Technology firm with five (5) or more years of experience with implementation, relocation, and maintenance of IT infrastructure, voice over internet protocol (VOIP), development, enhancement, integration, support, and security (including Two-factor Authentication, Endpoint Security, and System Vulnerability Assessment).
- Proposers (through its own staff or through specified arrangements with third-party subcontractors) shall demonstrate that the proposed staff has the necessary experience and knowledge to successfully implement and perform the tasks and services listed within the RFQ scope of work prior to the deadline for receipt of Statements of Qualification.
- Proposers shall certify the staffing requirements and response time requirements as detailed within Tasks and Services will be met. Proposers should provide resumes for individual staffers reflecting experience with the relevant qualifications identified below.

- Proposers shall provide the following capabilities information:
 - Description of experience working on projects most similar in scope and function to the proposed Contract.
 - An exact copy of a current SOC 2, Type II report resulting from the SSAE 18 engagement assessment. As an alternative to the SSAE 18 engagement and resulting SOC 2, Type II report, Proposers shall complete and submit the Office of Technology Services (OTS) Third-Party Information Security Questionnaire located at the following website: https://www.doa.la.gov/media/y1qaagyx/ispthirdparty_infosecquestionnaire.xlsx
 - Proposers shall also provide a quality control plan [such as third-party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], other independent Contractor project or performance review or audit report.

LED Procurement Team and LED IT Staff will review and assess the SOC 2, Type II report or Third Party Information Security Questionnaire, as applicable. Additionally, proposers may be required to undergo a security assessment performed by the LED IT Staff.

Statements of Qualification not meeting the information security requirements shall not proceed to evaluation.

In addition, for the winning Proposer, LED may make a written request for an independent SOC 2, Type II audit no more than once every twelve (12) months. The cost of such audits shall be borne by the Proposer.

1.8.2 Desirable Qualifications:

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

- Proposers may provide detailed information about the experience and qualifications of the Proposer's personnel considered key to the success of this project who are to be assigned to this project showing that they meet the following qualifications prior to the deadline for receipt of Statements of Qualification.

The Proposer's team should include individuals with resumes that reflect significant experience as described in paragraph 1.8.1 above. 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.

1.9 Statement of Qualification Response Format

Statements of Qualification 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 Statement of Qualification should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the Statement of Qualification. It shall include administrative information including. Proposer contact name and phone number, and the stipulation that the Statement of Qualification is valid for a 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's overall requirements in the timeframe(s) set by the Using Agency.

The executive summary should include the following in the following order:

1. Proposer Contact Information
 - a. Company Name
 - b. Company Type
 - c. Year of Establishment
 - d. Physical Address (include addresses of additional locations)
 - e. Web Address
 - f. Contact Person
 - g. Contact Person's Phone Number(s)
 - h. Contact Person's Email Address
2. Description of company and company philosophy or mission.
3. Stipulation that the Statement of Qualification is valid for a period of at least ninety (90) calendar days after the Statement of Qualification Submission Deadline.

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.

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

1.9.5 Approach and Methodology

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

The Proposer should:

1. Provide Proposer's understanding of the nature of the project and how its Statement of Qualification will best meet the needs of the state agency.
2. Define its functional approach in providing the services, and in developing a detailed design reflecting the most effective means of accomplishing system functions, tasks, and services within the agency's existing infrastructure.
3. Define its approach for system and data security, identify areas of project risk, and procedures to mitigate risks.
4. Define its methodology and functional approach in identifying the tasks necessary to meet requirements, and for system development of new programs.
5. Describe the approach to Project Management and Quality Assurance.
6. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
7. The Proposer should outline how it will ensure that work will begin by March 16, 2026, and successfully and timely complete the services, a final report, and post-service recommendations on or before August 31, 2026.
8. Present innovative concepts for consideration, if any, for the State's consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the program. This is an opportunity for the Proposer to demonstrate original or creative ideas.

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 clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

1.9.7 Veteran and Hudson Initiative Programs Participation

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

Each Proposer should address how the firm will meet the following:

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 Louisiana Economic Development. All eligible vendors are encouraged to become certified. Statement of Qualification requirements and online certification are available at the following URL:
<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 Statement of Qualification 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 RFQ'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 Statement of Qualification 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 Statements of Qualification to other Proposers shall be prohibited.

In performing its evaluation of Statements of Qualification, 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, Louisiana Economic Development (LED) 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 LED 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:
<https://www.legis.la.gov/legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:
<https://www.legis.la.gov/legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19: IX Chapters 11 and 13) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at:
<https://www.doa.la.gov/media/tjzf4lck/19v01-07.pdf>

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by Louisiana Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=Self_Reg

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

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

A. Twelve percent (12%) of the total evaluation points in this RFQ are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposer's 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 RFQ.
- 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 RFQ.
- 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 RFQ.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN THE STATEMENT OF QUALIFICATION IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship Subcontractor information:

Indicate which initiative applies:

HUDSON INITIATIVE

VETERAN INITIATIVE

Subcontractor Name: _____

Detailed Description of Work to be performed: _____

Anticipated Dollar Value of the subcontract for the three-year contract term: _____

*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.

If multiple Hudson/Veterans subcontractors will be used, repeat the above-required information. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if subcontractor's services constitute a distinct scope of work from each other subcontractor.

1.9.8 Cost Statement of Qualification

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFQ. 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).

1.9.9 Certification Statement

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

1.9.10 Outsourcing of Key Internal Controls:

The LED does not outsource internal key controls.

However, due to the sensitive nature of the tasks outlined in the statement of work, the LED must exercise due diligence through the review of proposers SOC reports.

The Proposer shall provide information regarding the company's last audit, to include any SOC reports resulting from a Statement on Standards for Attestation Engagements No. 18 (SSAE 18). The cost of such audits shall be borne by the Proposer.

1.10 Signed Submission of Statements of Qualification

The State requests that a single consolidated signed version of the technical Statement of Qualification be electronically submitted. The Statement of Qualification shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign Statements of

Qualification or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The Statement of Qualification will be retained for incorporation into any contract resulting from this RFQ.

1.11 Technical and Cost Statement of Qualification

The State requests the following:

The State requests the following for electronic Statement of Qualification submittal:

- One (1) technical Statement of Qualification in PDF format. The file should be named: RFQ #, Technical Statement of Qualification - [Proposer Name].
- One (1) cost Statement of Qualification in PDF. The file should be named: RFQ # Cost Statement of Qualification - [Proposer Name].
- One (1) redacted technical Statement of Qualification, if applicable, in PDF format. The file should be named: RFQ # Redacted Technical Statement of Qualification - [Proposer Name].

1.12 Legibility/Clarity

Responses to the requirements of this RFQ 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. Statements of Qualification prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFQ are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its Statement of Qualification.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

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

The Proposer shall clearly designate the part of the Statement of Qualification that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if

any, from disclosure. The Proposer shall mark the cover sheet of the Statement of Qualification with the following legend, specifying the specific section(s) of the Statement of Qualification sought to be restricted in accordance with the conditions of the legend:

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

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

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their Statement of Qualification along with their original Statement of Qualification. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY”. The redacted copy should also state which section(s) or information has been removed. The proposer should also submit one (1) electronic redacted copy of its Statement of Qualification on a USB flash drive. The redacted copy of the Statement of Qualification will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

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

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a Statement of Qualification with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

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

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

1.14 Statement of Qualification Clarifications Prior to Submittal

1.14.1 Pre-Statement of Qualifications Conference

Not required for this RFQ.

1.14.2 Proposer Inquiries

Written questions regarding RFQ requirements or Scope of Services must be submitted to the RFQ Coordinator listed below.

Christina Ocmand, Contracts/Grants Reviewer, Louisiana Economic Development
Email Address: Christina.Ocmand@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFQ 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 RFQ 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 on the following websites:

<https://www.opportunitylouisiana.gov/public-information/rfps-rfqs>

and

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Only Christina Ocmand, Grants/Contract Reviewer, LED, has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

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

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any

state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of Statements of Qualification for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFQ. 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 Statement of Qualifications 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 RFQ

1.15 Error and Omissions in Statement of Qualification

The State reserves the right to seek clarification of any Statement of Qualification 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 RFQ by issuing an addendum to the RFQ at any time. Addenda, if any, will be posted at:

<https://www.opportunitylouisiana.gov/public-information/rfps-rfqs>

and

<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 RFQ.

1.17 Withdrawal of Statement of Qualification

A Proposer may withdraw a Statement of Qualification that has been submitted at any time up to the date and time the Statement of Qualification is due. To withdraw a Statement of Qualification, a written request signed by the authorized representative of the Proposer must be submitted electronically via email to the RFQ coordinator identified in the RFQ.

1.18 Waiver of Administrative Informalities

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

1.19 Statement of Qualification Rejection/RFQ Cancellation

Issuance of this RFQ 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 Statements of Qualification submitted and/or cancel this RFQ if it is determined to be in the State's best interest.

1.20 Ownership of Statement of Qualification

All materials submitted in response to this RFQ shall become the property of the State. Selection or rejection of a Statement of Qualification 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 Statement of Qualification, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFQ 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 RFQ.

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 LED. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its Statement of Qualification, 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. LED 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 RFQ 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 Statements of Qualification 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 RFQ and Statement of Qualification. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their Statement of Qualification 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 RFQ shall also be required for each subcontractor, if requested by the State. 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 and formally recorded in the final contract.

If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria. The cost score will remain unchanged.

1.26 Acceptance of Statement of Qualification Content

All Statements of Qualification will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Statements of Qualification that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of Statement of Qualifications will be accomplished by an evaluation team, to be designated by the State, which will determine the Statement of Qualification most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFQ.

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

1.28 Best and Final Offers (BAFO)

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

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

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the Statement of Qualifications submitted. The State reserves the right to contract for all or a partial list of services offered in the Statement of Qualification.

The RFQ, including any addenda added, and the selected Statement of Qualification shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that will be supplied by LED. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds fifteen (15) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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 Statements of Qualification received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each Statement of Qualification 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 LED Appointing Authority, or their designee, 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 LED Procurement Team.

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

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 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 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.

1.32.2.5 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 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 not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

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 Economic Development, Its Officers, Agents, Employees and Volunteers
LaSalle Building 11th Floor, 617 North Third St., Baton Rouge, LA 70802

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 Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.34 Liability and Indemnification

1.34.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.34.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.34.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.34.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the

product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.34.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.34.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.35 Payment

Payments are predicated upon successful completion of each project phase and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 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 LED Contract Monitor 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.

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.

1.35.1 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 II: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

1.36 Termination

1.36.1 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.

1.36.2 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.

1.36.3 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.

1.37 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.

1.38 Right to Audit

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

1.39 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.

1.40 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ 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.

1.41 Entire Agreement/ Order of Precedence

The contract, together with the RFQ and addenda issued thereto by the State, the Statement of Qualification submitted by the Contractor in response to the State's RFQ, 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 RFQ and the Contractor's Statement of Qualification) shall take precedence, followed by the provisions of the RFQ, and then by the terms of the Contractor's Statement of Qualification.

1.42 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.

1.43 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 Statement of Qualification.

1.44 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.

1.45 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.

1.46 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.

1.47 Corporate Requirements

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

1.48 Prohibition of Discriminatory Boycotts of Israel

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

1.49 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the State of Louisiana Information Security Policy at:

<https://www.doa.la.gov/media/wvmhsr1r/informationsecuritypolicy-v-1-0-3.pdf>

1.49.1 Cybersecurity Training

In accordance with La. R.S. 42:1267(B) (3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the LED IT Staff.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

This project encompasses the following key tasks

1. **IT Infrastructure Modernization and Configuration:**

- Modernize and configure the full LED IT infrastructure, including Voice over IP (VOIP) systems.
- Reconfigure all existing and newly acquired user centric IT equipment and software, and implement approved software enhancements to support LED operations.
- Document all network, server, and workstation configurations in sufficient detail to allow LED IT Staff to independently maintain the IT infrastructure and transition the operations to LED IT personnel.

2. **Data Center Transition:**

- Transition the IT network and server infrastructure from the current OTS data center to a commercial data center within Baton Rouge.
- Implement all required network and server hardware and software components required to ensure reliable, secure, and reliable IT service operations.
- Document all network, server, and workstation configurations following completion of the data center transition to support ongoing operations and LED IT staff ownership.

3. **Evaluation and Upgrade of IT Technologies:**

- Conduct a thorough evaluation of all existing LED IT technologies, including VOIP infrastructure, report findings and recommendations to LED IT Staff for further action.
- At the request of LED IT Staff, implement necessary upgrades to ensure the IT infrastructure meets current industry standards and supports LED's future operational needs.

4. **Network Security**

- Configure all network equipment, servers, and workstations to utilize LED-approved security software and configurations.
- Perform internal and external network penetration tests upon completion of all infrastructure transitions to validate security controls and implementation.

5. **Ongoing Support and Knowledge Transfer**

- Provide ongoing network and VOIP IT support as requested by LED IT Staff.
- Deliver support services in a manner that facilitates effective knowledge transfer to LED IT Staff.
- Recommend a proposed LED IT staffing model to support post-transition operations and ongoing IT infrastructure modernization.
- Implement network and server software monitoring solutions to ensure the continued health, performance, and reliability of LED's IT infrastructure.

2.2 Task and Services

The list below represents the high-level tasks and services which the contractor will perform. Item subtasks and implicit tasks must also be completed.

- Conduct a detailed IT survey and inventory of all current LED IT hardware, including but not limited to workstations, laptops, video production systems, phones, tablets, printers, scanners, docking stations, monitors, uninterruptible power supplies (UPS), networking equipment and software, servers, and server software. The Contractor shall produce a comprehensive report for review by LED IT staff, including granular hardware specifications, configurations, and software versions.
- In coordination with LED IT staff, review and evaluate the IT survey report to determine whether any deployed technologies should be upgraded or updated.
- At the request of LED, for all technologies (hardware and software) identified for upgrade, update, or new implementation, provide product options from a minimum of three different manufacturers. For each product, include at least three strengths and three weaknesses to support selection of best-of-breed solutions.
- In collaboration with LED IT staff, develop a proposed staffing model for future LED IT operations, including recommended job descriptions and responsibilities.
- Work in concert with LED staff to assemble a list of IT controls to be submitted to the Office of Technology Services (OTS) and/or the Commissioner for approval to proceed with the IT infrastructure transition.
- Work with LED IT and Procurement staff to acquire any required hardware or software. All hardware and software shall be purchased through standard state purchasing channels and procedures to ensure best value for the state.
- Work in conjunction with LED staff to identify and evaluate suitable commercial data centers within the Baton Rouge area.
- Conduct site surveys of LED facilities and IT environments, as needed, to support infrastructure planning and implementation.
- Verify that network closets and IT spaces provide adequate cooling and fire suppression for network components and any server hardware housed in those locations.
- Define uninterruptible power supply (UPS) requirements for network components and servers, including required uptime parameters as determined by LED IT staff.
- Configure, deploy, and document all IT equipment, including network, server, and end-user systems, with all configurations clearly labeled and organized for ease of identification and ongoing maintenance.
- Work with LED IT staff, building management, and selected vendors to acquire redundant Internet connectivity where required.
- Set up and configure redundant Internet connectivity with automated failover functionality, including all required secure network tunnels and routing.
- In coordination with LED IT staff, identify firewall technologies to be implemented, including firewall placement, configuration, and deployment.
- Working with LED IT staff, define LED-specific security policies, including access controls.
- Identify, configure, and deploy intrusion detection and prevention systems (IDS/IPS) and security monitoring solutions in coordination with LED IT staff.
- Configure the LED network to allow secure remote access for LED staff and approved support vendors via VPN and web-based remote desktop services.

- Work with LED staff and building personnel on the installation of required network wiring, equipment, and wireless access points.
- Set up, configure, and test both wired and wireless network services.
- Coordinate with LED's audio-visual (AV) vendor to set up, configure, and test AV equipment, including network connectivity and conference room VOIP functionality.
- Work directly with print and copier vendors to set up and configure network printing, copying, scanning, and fax functionality.
- Work directly with the Office of Technology Services (OTS) to transition existing LED network infrastructure and services from the OTS data center to the selected commercial data center.
- Transfer all VOIP services and hardware management from OTS to LED, including porting all existing LED phone numbers.
- Install and configure a confidential listserv accessible via the Internet for use by authorized LED partners.
- Migrate all existing users and data from the current confidential listserv hosted within the OTS data center.
- Set up and configure all network infrastructure and services at the commercial data center, including upgraded or updated hardware and software, and transition operational responsibility to LED IT staff upon completion.
- Plan and implement redundancy and failover mechanisms for all network services to ensure high availability.
- Working with LED IT staff, develop an IP addressing scheme and subnetting plan.
- Design and implement network segmentation (VLANs) to enhance security and performance.
- Work directly with OTS to create a new domain name (led.la.gov) and transfer ownership and management of the domain to LED.
- In coordination with LED staff, implement Microsoft Office 365 services, including migration of all existing email mailboxes.
- Implement email archiving and eDiscovery functionality and processes, including record retention schedules, in tandem with LED IT staff.
- Configure automated reporting, system updates, and filtering for malicious emails and spam.
- Implement Microsoft Bookings and integrate reservation functionality with Office 365 for internal LED use.
- Set up, configure, and test backups for all network equipment and servers to ensure data recovery in the event of hardware failure, data corruption, or disaster.
- Implement Mobile Device Management (MDM) services for LED-owned mobile devices.
- Develop standard workstation and laptop software configurations and create system images for both PC and Mac platforms.
- Implement a service desk ticketing system selected by LED IT staff, including configuration and deployment.
- Install, configure, and deploy network, server, and endpoint protection across the entire LED IT environment.
- Deploy network and system monitoring tools to monitor network hardware, servers, services, and security, with appropriate alerting to LED IT staff.
- Coordinate with LED IT staff and the LED Application team to ensure cloud-based LED applications remain available throughout the IT infrastructure transition. Cloud-hosted applications are not included in this scope and will remain in their current environments.
- Review available emergency and backup power capabilities for IT equipment and, if requested, work with LED IT staff and building management to define backup power requirements.

- Provide twenty-four (24) hour support for LED IT systems, network infrastructure, and VOIP services, seven (7) days per week during the contract period, as requested by LED. Response times shall be one (1) hour or less during normal business hours, or by the next business day for after-hours requests.
- Support hours shall be provided as a block of hours included in the contract. Additional support hours, if requested, shall be purchased at pre-negotiated rates.
Upon completion of the project, provide comprehensive documentation of the IT environment, including network configurations, equipment setup, port-level diagrams, workstation configurations, and final software images.
- Provide a minimum of twenty-four (24) hours of structured knowledge transfer to LED IT staff within thirty (30) days of project completion covering all new systems, software, and technologies implemented.

2.3 Deliverables

All documentation shall be provided to the State Project Manager, or his designee, in electronic form and in writing with all required signatures of the Contractor and LED staff. See task for the LED verifier and associated required components. Listing of the documentation required for this project is referenced below.

Due to the timeline, elevated level of risk to the LED with the nature and scope of the project, and number of potentially uncontrollable variables within the project, constant and routine contact with LED IT Staff and management is crucial to the success of the project. To aid with project success, several control measures will be implemented by the contractor.

The contractor will provide a minimum of written weekly updates outlining:

- Current project status
- Projected work items for the next seven (7) days
- Current and ongoing project concerns or issues
- Any other event, issue or concern which will impact the project in either a positive or negative manner

Following the submission of the weekly update, the contractor will review the weekly update with LED IT Staff and LED Management, either in person or via video call, to ensure clarity of the update and project status are conveyed. Additionally, answer any project related questions from either party.

A detailed Gantt chart detailing at a granular level all key tasks with the entire project. The Gantt chart will have a project critical path established at the start of the project and updated through project completion. The Gantt chart and critical path will include vendor tasks and events, and LED staff events and tasks to enable all involved in the project immediate understanding of project status.

A written summary report of all tasks completed at the end of each project phase. Following the submission of the end of phase update, the contractor will review the end of phase update with LED IT

Staff and LED Management, either in person or via video call, to ensure clarity of the update and project status are conveyed. Additionally, answer any project related questions from either party.

Contractor agrees to provide the following deliverables within the timeframes specified herein:

Phase 1 – Project Scope, Gantt Chart, and Initial Planning

Tasks and deliverables include:

- Written summaries of interviews or meetings with the LED staff with verification by LED staff
 - Summaries should include key discussion points, decisions, and action items
- Technology surveys of existing LED environments and OTS data center, with corresponding reports and technology recommendations where appropriate
 - Technology survey reports should assess the current state of technology and infrastructure requirements
 - All recommendations must align with the project's goals and LED's future operational needs and be fully justifiable
- Documented and verified contact with OTS, new office representatives, and all third-party contractors involved in the project. Written verification should confirm that all necessary parties have been contacted and are aware of their roles and responsibilities
- Work with LED IT Staff to identify a suitable commercial data center within Baton Rouge for this project and ensure the selected data center meets all technical and operational requirements
- Provide assistance, upon request, with the procurement of updated, upgraded, or new technologies
- Recommend a proposed LED IT staffing model, which includes job descriptions and responsibilities, to support IT infrastructure modernization and ongoing operations
- Work in concert with LED staff and OTS to assemble a list of IT controls
- Create detailed project checklists, at a level of detail determined by the LED, to be used by LED and all parties involved in the project to ensure all tasks and deliverables are fully completed

Phase 2 – Data Center Transition

Tasks and deliverables include:

- Written summaries of interviews or meetings with the LED staff with verification by LED staff
 - Summaries shall include key discussion points, decisions, and action items
- Regular updates to project checklists
- Successful completion, including validation testing, of the transition of existing LED network and server infrastructure from the OTS data center to the selected LED commercial data center
- Successful deployment and validation testing of the LED IT helpdesk ticketing system
- Successful transition of all IT services from OTS to LED, including:
 - Creation of new LED Active Directory Windows Domain structure and services
 - Establishment of Active Directory Organizational Units per LED IT Staff guidance
 - Creating of initial Group Policy Objects per LED IT Staff direction
 - Creation and transfer of the led.la.gov domain to LED management

- Implementation, deployment, and validation testing of all industry-standard network services to be hosted within the commercial data center including:
 - File sharing services
 - Print services
 - Local and external DNS
 - Backup services
 - DHCP
 - User account and security group creation
 - Email services setup within Microsoft Office 365, including migration of all existing email mailboxes and archives from OTS-managed services to LED IT services
 - Network and server monitoring and alerts
 - Secure user remote access via VPN and web-based remote access
- Work with LED IT Staff to validate that all approved IT controls are implemented, configured, and functioning properly as defined
- In coordination with LED IT Staff, test and validate all backup and restore processes

Phase 3 – User IT Systems Deployment and Validation

Tasks and deliverables include:

- Written summaries of interviews or meetings with the LED staff, with verification by LED staff
 - Summaries shall include key discussion points, decisions, and action items
- Regular updates to project checklists
- Deployment, configuration, and validation testing of all remaining IT equipment and user workstations in accordance with LED IT standards
- Provide onsite or remote support, as required by LED, for a defined stabilization period following deployment to assist LED IT staff with troubleshooting and resolution of issues related to networks, user workstations, servers, and related IT systems
- In coordination with LED IT staff, revalidate that all previously approved IT controls remain in place, are properly configured, and are functioning as defined, and validate any additional controls implemented during this phase

Phase 4 – Maintenance, Project Closeout, and Transition to Ongoing Support

Tasks and deliverables include:

- Completion and delivery of all required project documentation, including network configurations, server settings, security policies, network diagrams, IP address schemes, and administrative credentials
- Respond to LED IT Staff assistance requests within one (1) hour, 24x7 for duration of remaining contract
- Conduct a formal project closeout meeting, including documentation of lessons learned and recommendations to support future LED IT growth

2.4 Technical Requirements

Data Security and Compliance:

As related to this project, all personnel, upgraded or new hardware and software, and future the data center must be fully compliant with Louisiana Information Security Policy, the current version as of RFQ publishing is V2.00. The policy and all other requirements are located here for review:

<https://www.doa.la.gov/media/wvmhsr1r/information-security-policy-v2-00.pdf>

Data Center requirements:

- Data Center located within area local to Baton Rouge Louisiana to ensure lowest possible network latency
- Data Center must be a minimum level of Tier III
- Current SOC and SAS 70 Type 2 certifications for the facility
- The data center must offer collocation rack units in discreet 42U units, NO shared rack space with another entity, with rack door locks which only LED staff will have access to ensure in server rack security
- 24x7x365 monitoring of all supplied utilities, cooling, and network connections must be provided
- Provided unlimited phone support during normal business hours, and during emergencies. After hours phone support will be provided within 1 hour
- Be able to provide access logs to all personnel who access the server room, this includes vendor staff, staff of any other clients, visitors, maintenance and repair personnel
- Provide comprehensive site security to include: 24x7x365 video surveillance, access control, building and campus security, in addition to access to video surveillance and access logs when requested
- Ability to provide LED required quantity of class C IP addresses which are fully accessible from the Internet to each network rack

Office Network Requirements:

- All client network connections must be a minimum of one (1) gigabit connectivity
- Specific client workstation connections must be ten (10) gig, as identified by LED IT Staff
- Optical Fiber network connections shall be provided where required to support identified client workstations
- Wireless access points shall meet or exceed Wi-Fi 6 standard and be capable of supporting a minimum of two-hundred (200) simultaneous users per access point, with all wireless devices receiving a minimum signal strength of -60 decimal mill watts (dBm) throughout LED facilities
- Internal networks must be fully segmented using VLANs and accessible from both wired and wireless networks
- Wireless networking must include a guest access network providing external internet only and fully isolated from LED internal networks
- Internet connectivity shall be provisioned with a minimum of one (1) gigabit symmetrical bandwidth

Testing and Validation:

- Conduct comprehensive testing and validation to ensure all IT systems and infrastructure are fully operational and meet LED requirements

- Perform user acceptance testing (UAT) with LED staff to verify that all systems function as intended within the implemented environment
- Develop and document a rollback plan to address critical issues that may arise during or after implementation

2.5 Project Requirements

A contractor Project Manager must be fully dedicated to the Duty of Project management. When that individual is acting in the capacity of the Project Manager Role that individual will not perform other job duties.

Tentative Phase Completion Dates:

- **Phase 1: Project Scope, Gantt Chart, and Initial Planning** – April 30, 2026
- **Phase 2: Data Center Transition** – June 30, 2026
- **Phase 3: User IT System Deployment and Validation** – July 31, 2026
- **Phase 4: Maintenance, Project Closeout, and Transition to Ongoing Support** – August 31, 2026

PART 3: EVALUATION

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

The Evaluation Team will evaluate and score the Statement of Qualification s using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	20
Approach and Methodology	20
Proposed Staff Qualifications	20
Oral Discussions and Presentation	10
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> • <i>Up to 10 points available for Hudson-certified Proposers;</i> • <i>Up to 12 points available for Veteran-certified Proposers;</i> • <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.2 for details.</i>	12
Cost	18
TOTAL SCORE	100

The Statement of Qualification 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 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, Proposed Staff Qualifications, and Oral Discussions and Presentation to be considered responsive to the RFQ. **Statements of Qualification 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 Statement of Qualification, Technical Statement of Qualification 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 18 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 18)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated

 LPC = Lowest Proposed Cost of all Proposers

 TCP = Total Cost of Proposer being evaluated

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

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

B. Proposer Status and Allotment of Reserved Points

- v. 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 RFQ.
- vi. 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 RFQ.
- vii. 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.
- viii. 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 RFQ.

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

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

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

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

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the State 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

The Contractor will provide a minimum of written weekly updates outlining:

- Current project status
- Projected work items for the next seven (7) days
- Current and ongoing project concerns or issues
- Any other event, issue or concern which will impact the project in either a positive or negative manner

A detailed Gantt chart detailing at a granular level all key tasks with the entire project. The Gantt chart will have a project critical path established at the start of the project and updated through project completion. The Gantt chart and critical path will include vendor tasks and events and LED staff events and tasks to enable all involved in the project immediate understanding of project status.

A written summary report of all tasks completed at the end of each project phase. Following the submission of the end of phase update, the Contractor will review the end of phase update with LED IT Staff and LED management, either in person or via video call, to ensure clarity of the update and project status are conveyed. Additionally, answer any project related questions from either party.

4.2 Performance Measurement/Evaluation/Monitoring Plan

Following the submission of the weekly and phase completion updates, the Contractor will review the weekly update with LED IT Staff and LED management, either in person or via video call, to ensure clarity of the update and project status are conveyed. Additionally, the Contractor will answer any project related questions from either party.

During the term of the contract, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with the Contractor its plans for its performance of the duties and services hereunder prior to the performance thereof; and shall continually review and analyze Contractor's performance of services pursuant to this contract, any "Task Orders" and any other authorizations or approvals which may be issued to the Contractor from time to time, as well as Contractor's written final analysis report and invoices, to ensure contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor.

The Contract Monitor shall also:

- (a) Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
- (b) Assure that items/payments requested in invoices are in compliance with the contract;
- (c) Coordinate with LED's fiscal office for payments to the Contractor, and/or obtaining of any further needed documentation;
- (d) Maintain telephone and/or email contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by contractor, and any assistance which may be needed to resolve the situation.

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, Louisiana Economic Development (LED) 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 LED 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 Statement of Qualification (RFQ), including attachments.

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

A. Official Contact Name: _____

B. E-mail Address: _____

C. Facsimile Number with area code: () _____

D. US Mail Address: _____

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

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

1. The information contained in its response to this RFQ is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFQ 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 RFQ.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of Statement of Qualification signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days in which to complete contract negotiations, if any, and ten (10) business days from the date of delivery of final contract to execute the final contract document.
6. Proposer shall certify, by signing and submitting a Statement of Qualification 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 Statement of Qualifications 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: 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 Contractors, 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 by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual