

REQUEST FOR QUALIFICATIONS

for

**LED Salesforce Implementation for Grants, Incentives & Operations
Management**



Statement of Qualifications Due Date/Time: Monday, June 15, 2026

**State of Louisiana
Louisiana Economic Development**

RFQ Issue Date: Monday, May 18, 2026

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**REQUEST FOR QUALIFICATION
FOR
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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 consulting services for Louisiana Economic Development (LED) related to the planning, assessment/discovery, requirements, design, coding, testing, deployment, ongoing support, and training of a Salesforce product designed for public agency use to support the full lifecycle of grants, incentives, and related operations management. Services shall include scalability to support the current and future integration of relevant SaaS and proprietary applications utilized in daily operations, including but not limited to Microsoft 365, monday.com, FastLane Next Generation, Outlook, SharePoint, Tableau, Power BI, MuleSoft, and SAP Enterprise Resource Planning system (LaGov).

LED intends to use this solicitation to identify the most capable and efficient Proposer with the knowledge, resources, and capacity necessary to provide a secure, scalable, and compliant Salesforce-based solution that supports LED program operations, improves reporting and transparency, and establishes a foundation for future growth.

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 environment effectively supports its mission, program administration, and internal operations. LED seeks to modernize and integrate its operational systems by implementing a Salesforce solution as a centralized platform to manage grants and incentive programs, contracts, correspondence, and related program documentation.

This effort will improve transparency, efficiency, compliance, reporting, and cross-program coordination while supporting future expansion. The selected Contractor will be expected to work closely with LED business stakeholders, IT staff, and other designated resources to implement a solution tailored to LED’s business processes and operating requirements.

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 implement an efficient Salesforce solution as LED's centralized platform for grants, incentives, contracts, correspondence, and related operations management, improve compliance tracking, reporting, and operational visibility, and provide a scalable and secure foundation for future program expansion.

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 practical following award and contract execution. 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 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.
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	Monday, May 18, 2026
Deadline for receipt of written inquiries	Sunday, May 24, 2026
Deadline to answer written inquiries	Monday, June 1, 2026
Deadline for receipt of Statements of Qualification	Monday, June 15, 2026
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Friday, July 10, 2026
Contract execution, on or about	Monday, July 27, 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 LEDRFQ-RFP@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:

LED Grants/Contract Reviewer, Louisiana Economic Development
LEDRFQ-RFP@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 information technology firm, systems integrator, or Salesforce implementation firm with five (5) or more years of experience implementing enterprise CRM, case management, grants management, or comparable workflow platforms, including experience with Salesforce.
- Proposers (through their 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.

- The Proposer shall demonstrate experience with Salesforce-based public and/or government solution implementations, including security, role-based access, workflow automation, document management, reporting, and deployment activities.
- The Proposer shall demonstrate experience with systems integration, including MuleSoft or an equivalent Salesforce-approved integration platform, data migration, and the secure exchange of data with financial, ERP, reporting, document management, or comparable systems.
- 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/ylqaagyx/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, as well as, experience implementing Salesforce (Government Cloud and/or Public-sector), MuleSoft, OmniStudio, reporting and analytics, document generation, security and compliance controls, and public-sector grants, incentives, contracts, or case management processes. 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.

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

1.9.4 Company Background and Experience

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

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

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

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 timely project initiation, successful completion of all required services, delivery of a final report, and submission of post-service recommendations within the project timeline established by LED.
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. The Proposer must also be able to provide proof of an established relationship with the certified Veteran Initiative and/or Hudson Initiative small business subcontractor(s), in a manner to be determined by LED prior to issuance of an award.

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:

Circle 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 Proposer Inquiries

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

LED Contracts/Grants Reviewer, Louisiana Economic Development
Email Address: LEDRFQ-RFP@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-rfq>
and
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Only LED's Grants/Contract Reviewer 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/iri/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>

1.14.2 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 LED's Procurement Code;
- 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 is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. The Proposer should submit in its Statement of Qualification any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds 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

IBM Building 100 North Street, 7th Floor, 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 III: 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, 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 Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 38:2216.1, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

1.50 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>

1.50.1 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 LED IT Staff.

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

All final decisions regarding architecture, tools, configurations, and integrations will be made by LED based on vendor recommendations. This project encompasses the following key tasks:

1. Project Management and Governance:

- Establish project governance, roles, responsibilities, communications protocols, and issue escalation procedures.
- Develop and maintain a detailed project plan, schedule, risk register, decision log, and change control process.
- Conduct regular status meetings and progress reporting with LED stakeholders and designated technical resources.

2. Discovery and Requirements Analysis:

- Conduct business process reviews for grants, incentives, contracts, correspondence, and related operations.
- Document functional and technical requirements, user stories, acceptance criteria, security constraints, reporting needs, and integration requirements.

3. Salesforce Design and Configuration:

- Design and document the solution architecture, including data models, security model, integration architecture, and environment strategy, subject to LED approval prior to configuration.
- Establish environment management, release management, and change control processes.
- Configure Salesforce environments, including sandbox and production environments, data models, workflows, approvals, validations, dashboards, reports, and role-based access controls.
- Implement case management, task tracking, and other workflow components required to support LED program administration and operational processes.

4. Grants and Incentives Management:

- Support end-to-end lifecycle management including application intake, eligibility review, scoring, award approval, execution, compliance monitoring, amendments, and closeout.

5. Contract and Document Management:

- Configure tools and templates to assist with the assembly and management of contracts, grant agreements, official correspondence, and supporting documentation, including version control, approvals, and audit history.

6. Salesforce Artificial Intelligence (AI) Capabilities:

- Identify and recommend appropriate Salesforce AI features applicable to LED's grants, incentives, contracts, and correspondence workflows.
- Configure approved AI-driven tools to support intelligent prioritization, automated data classification and record insights, predictive analytics, and natural language assistance for drafting correspondence, summaries, and internal notes, while ensuring appropriate human-in-the-loop controls in compliance with State of Louisiana and/or LED AI policies, security, privacy, and data-governance requirements.

7. Integrations and Add-Ons:

- Design and implement MuleSoft-based integrations or equivalent Salesforce-approved integrations to support secure, scalable data exchange between Salesforce and LED systems, databases, and external partners.
- Assess, recommend, and, if approved by LED, implement Salesforce add-ons and integrations such as Experience Cloud, OmniStudio, Flow and automation tools, DocuSign or equivalent, document management solutions, financial system integrations, and reporting and analytics tools.
- Integrations will be prioritized and finalized during discovery and approved by LED.
- Provide licensing, cost, and support considerations for all recommended solutions.

8. Data Migration

- Identify systems of record and define data ownership and governance rules.
- Assess legacy data sources, develop a migration strategy and mapping, cleanse and transform data, migrate approved historical data, and validate migrated data with LED stakeholders.

9. Security, Compliance, and Governance:

- Configure the solution to comply with applicable state and federal regulations, implement data access controls and audit logging, and support Authority to Operate (ATO) or equivalent security documentation as required.

10. Testing, Training, Deployment, and Support:

- Develop and execute system, integration, and user acceptance testing; provide administrator and end-user training and knowledge transfer; support production deployment, post-implementation stabilization, and transition of the solution to LED operations; and provide ongoing support options as requested by LED.
- Develop a user adoption and change management strategy to support successful implementation.

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 discovery process and inventory of current LED business processes, systems, data sources, documents, workflows, user roles, and reporting needs related to grants, incentives, contracts, correspondence, and related operational functions. The Contractor shall produce a comprehensive report for review by LED staff, including process findings, current-state observations, and recommended future-state configuration approaches. Final decisions regarding future-state design will be made by LED based on vendor recommendations
- In coordination with LED staff, analyze discovery findings and requirements to determine whether current processes, data structures, forms, workflows, reports, or controls should be streamlined, redesigned, or otherwise updated to support the Salesforce implementation.
- At the request of LED, for all technologies, add-ons, or integrations identified for implementation, recommend product or solution options where appropriate, including strengths, weaknesses, dependencies, and licensing or support considerations to support selection of best-fit solutions. Provide associated licensing strategy and cost considerations for recommended solutions.
- Design and maintain project governance, maintain a project plan, release management and change control processes, and risk register, and coordinate with LED staff, implementation team members, and third-party vendors throughout the project.
- Conduct business process reviews for grants, incentives, contracts, correspondence, and related operations; define and document functional and technical requirements, user stories, acceptance criteria, data classification requirements, retention considerations, security constraints, and reporting requirements.
- Configure Salesforce-based solution sandbox and production environments, including security settings, profiles, permission structures, role hierarchies, page layouts, validation rules, workflows, approvals, task management, dashboards, and reports. Establish environment management and deployment practices to support ongoing system updates.
- Design and configure data models for grants, incentives, applicants, projects, contracts, payments, correspondence, and related program records, including identification of authoritative systems of record and data ownership rules.
- Design, configure, and implement end-to-end grants and incentives lifecycle management including intake, review, scoring, approvals, execution, monitoring, amendments, and closeout.
- Configure and implement tools to support contract assembly, document generation, official correspondence, supporting documentation, version control, approvals, and audit history.
- Recommend and implement Salesforce AI capabilities, including Einstein or other appropriate cloud-approved AI features, and configure approved AI-driven functions to support prioritization, record insights, predictive analytics, and drafting assistance in alignment with applicable State of Louisiana and/or LED AI policies, security, privacy, and governance requirements.

- Clearly document AI use cases, limitations, human-in-the-loop controls, transparency considerations, and configuration options that allow LED to enable, disable, or phase AI functionality by program or user role.
- Design and implement MuleSoft-based integrations or equivalent Salesforce-approved integrations to enable bidirectional data sharing and synchronization between Salesforce and other LED systems, databases, and external partners. Initial integrations will be prioritized during discovery and confirmed by LED.
- Support automated data exports and imports to reduce or eliminate duplicate data entry across systems, define data ownership rules, and implement near-real-time or scheduled synchronization as appropriate.
- Support integration with financial, ERP, reporting, workforce, document management, or other state or partner systems, and provide error handling, monitoring, logging, architecture documentation, data mappings, and operational procedures for all approved integrations.
- Assess, recommend, and, if approved by LED, implement Salesforce add-ons and integrations, which may include Salesforce Experience Cloud, Salesforce OmniStudio, Salesforce Flow and automation tools, DocuSign or equivalent e-signature integration, document management solutions, financial system integration, and reporting and analytics tools.
- For legacy data sources, assess, design, and implement a data migration strategy, mapping, cleansing, transformation, validation, and cutover approach; migrate approved historical data; and validate migrated data with LED stakeholders.
- Implement data access controls, audit logging, and other security and governance features necessary to comply with applicable state and federal regulations, including support for Authority to Operate (ATO) or equivalent documentation as required.
- Develop and execute test plans and scripts; support system testing, integration testing, and user acceptance testing (UAT); resolve defects and retest as needed; and develop and document rollback and contingency procedures.
- Develop and deliver role-based training materials; conduct administrator and end-user training sessions; and provide comprehensive knowledge transfer and system documentation to LED staff. Include a user adoption and change management strategy to support successful implementation.
- Execute production deployment and provide go-live support and transition ongoing operational solution to LED operations.
- Provide post-implementation support and maintenance options, including system enhancements, optimization, and backlog management for future improvements, as requested by LED.

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 a proposed and negotiated timeframe:

- Each phase must be completed, documented, and formally approved by LED prior to progression to the next phase and submission of associated invoices.

Phase 1 – Discovery, Requirements, 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
- Discovery and requirements findings, current-state assessments, future-state recommendations, and initial project planning artifacts.

- Technology, integration, data, security, and business process assessments, with corresponding recommendations where appropriate.
- Documented and verified contact with LED stakeholders and all third-party contractors or vendors involved in the project, with written verification confirming awareness of roles and responsibilities where applicable.

Phase 2 – Solution Design, Configuration, and Integration Planning

Tasks and deliverables include:

- Regular updates to project checklists, schedule, and risk register.
- Configured Salesforce-based solution environments and approved solution design documentation.
- Configured workflows, approvals, dashboards, reports, role-based access, case management, and document-related functionality.
- Implemented approved integrations and add-ons, including documentation of architecture, data mappings, and operational procedures.
- Documented AI use cases, limitations, controls, and configuration settings for any approved AI functionality.

Phase 3 – Integration, Testing, Data Migration, and Validation

Tasks and deliverables include:

- Written summaries of interviews or meetings with LED staff, with verification by LED staff.
- Regular updates to project checklists.
- Data migration strategy, mapping, cleansing, transformation, validation, and completed migration activities for approved data sets.
- Completed system testing, integration testing, user acceptance testing support, defect tracking and resolution, and validation of approved security and control requirements.

Phase 4 – Training, Deployment, and Stabilization

Tasks and deliverables include:

- Role-based training materials, administrator and end-user training sessions, and knowledge transfer documentation.
- Support for production deployment, go-live, and stabilization activities.

Phase 5 – Transition to Ongoing Support and Project Closeout

Tasks and deliverables include:

- Completion and delivery of all required project documentation, including configurations, security settings, workflows, data dictionaries, integration documentation, reports, dashboards, administrative procedures, and other final implementation materials.
- Conduct a formal project closeout meeting, including documentation of lessons learned and recommendations to support future LED growth and optimization of the platform.

2.4 Technical Requirements

2.4.1 Data Security and Compliance

As related to this project, all personnel, software, services, integrations, and environments used to support the implementation must comply with the Louisiana Information Security Policy (current version at the time of RFQ publication), as well as all applicable state and federal security, privacy, and data governance requirements.

The Contractor shall support configuration and documentation activities necessary to meet applicable Salesforce platform requirements and any Authority to Operate (ATO) or equivalent documentation requirements identified by LED.

The Contractor shall:

- Recommend the most appropriate Salesforce environment (e.g., Government Cloud, Government Cloud Plus, or commercial cloud), including justification based on LED's security, compliance, data governance, integration, and operational requirements.
- Implement identity and access management controls, including single sign-on (SSO), multi-factor authentication (MFA), and role-based access aligned with LED and State standards.
- Support data classification, retention, and public records compliance requirements as applicable to LED operations.
- Ensure all artificial intelligence (AI) capabilities comply with applicable State of Louisiana AI policies, executive orders, and governance requirements.
- Configure AI functionality to ensure no unauthorized data sharing, model training, or external data exposure, and provide controls to enable, disable, or phase AI features by user role or program.

2.4.2 Platform and Environment Requirements

The solution must be implemented within a Salesforce-based solution and meet performance, availability, and scalability requirements appropriate for LED operations.

The Contractor shall:

- Design, configure, and support Salesforce-based environments (including sandbox and production) appropriate for development, testing, training, and operational use.
- Design, configure, and implement data models, workflows, approvals, validations, dashboards, reports, and role-based access controls aligned with LED business processes.
- Implement case management, task management, document generation, version control, approvals, and audit tracking functionality required by LED.
- Establish environment management, release management, and change control processes to support ongoing system updates and maintenance.
- Configure executive dashboards, operational reporting, and performance metrics aligned with LED program and leadership needs.

2.4.3 Integration Requirements

The solution shall incorporate Salesforce MuleSoft or an equivalent Salesforce-approved integration platform to support secure, scalable data exchange between the Salesforce-based solution and other LED systems, databases, and external partners.

The Contractor shall:

- Design and implement integrations that support scalability, future system expansion, and minimal disruption to existing LED operations.
- Provide detailed logging, monitoring, alerting, and audit trail capabilities sufficient to support security, compliance, and operational oversight.
- Define integration architecture, including systems of record, data ownership, data mappings, and synchronization rules.
- Support automated data exchange, including near-real-time and scheduled integrations, to reduce duplicate data entry and ensure data consistency across systems.
- Develop documentation for all integrations, including architecture diagrams, data mappings, error handling procedures, and operational support guidelines.
- Ensure that integration scope and sequencing are defined during discovery and finalized with LED approval.

Examples of target systems may include, but are not limited to: LaGov enterprise resource planning (ERP) systems, accounting and grants disbursement systems, workforce and talent development systems, federal reporting systems, document management platforms, data warehouses or business intelligence platforms, external partner or applicant systems, and legacy LED databases requiring synchronization during transition periods.

2.4.4 Testing and Validation

The Contractor shall:

- Develop and execute comprehensive test plans, including system testing, integration testing, and user acceptance testing (UAT).
- Support LED staff in performing UAT and validating that all system functionality meets defined requirements and acceptance criteria.
- Track, document, and resolve defects identified during testing, including retesting as necessary.
- Ensure all critical and high-severity defects are resolved prior to production deployment unless otherwise approved by LED.
- Conduct validation of all security controls, integrations, data migration results, and system functionality prior to final acceptance.
- Develop and document rollback and contingency procedures 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.

2.5.1 General Project Requirements

The Contractor shall:

- The Contractor shall maintain an approved project schedule, risk register, and change management process throughout the engagement.
- The Contractor shall coordinate with LED staff to obtain timely decision, approvals, and access to subject matter experts, and review of deliverables.
- The Contractor shall provide knowledge transfer sufficient to support transition of ongoing administration and operations to LED staff.
- The Contractor shall support phased implementation, deployment, and stabilization activities in accordance with the approved project plan.

PART 3: EVALUATION

Statement of Qualifications 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 Qualifications 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 entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- 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;
- iii. The anticipated dollar value of the subcontract for the three-year contract term; and
- iv. The Proposer must also be able to provide proof of an established relationship with the certified Veteran Initiative and/or Hudson Initiative small business subcontractor(s), in a manner to be determined by LED prior to issuance of an award.

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, the using agency, 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 LED. 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 LED 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