

REQUEST FOR PROPOSAL

Parking Management Services

For

Office of State Buildings



Solicitation Number: 107OSB-27-1314-OFC

Proposal Opening Date: September 23, 2026

Proposal Opening Time: 1:00 PM

**State of Louisiana
Office of**

August 5, 2026

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**REQUEST FOR PROPOSAL
FOR
PARKING MANAGEMENT SERVICES**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from qualified Proposers who are interested in providing Parking Services Management and Operations.

1.2 Background

The Office of State Buildings (OSB), an agency within the State of Louisiana, Division of Administration (DOA) currently maintains and operates forty (40) facilities with (4) parking garages totaling over six (6) million square feet. Included among the facilities are many office buildings that house various state agencies providing service to the public. The mission of the Office of State Buildings is to provide for the operations, maintenance and safety/security within and around all building facilities under the Division of Administration jurisdiction. Four (4) regional divisions perform operations and maintenance: Alexandria/Lafayette Region, Shreveport/Monroe Region, New Orleans Region, and the Baton Rouge Region.

1.3 Goals and Objectives

The Division of Administration desires to provide cost effective services from private sector parking management providers to provide comprehensive parking management as found in this RFP.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of three (3) years to begin on or about January 1, 2027 and to end January 1, 2030, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional years at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

1.5 Definitions

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Award – The issuance of a “Notice of Intent to Award” letter to one or more successful Proposers.

- C. Capitol Park Parking Facilities or Premises – Include all parking garages, stairwells, elevators, entrance ramps, entrance signs and parking equipment owned and operated in the Capitol Park Parking Garages.
- D. Can – The term denotes a permissible action.
- E. Claiborne Parking Garage – the parking garage adjacent to the Claiborne building located at 1201 North Street.
- F. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- G. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- H. Day – A calendar day, unless explicitly identified otherwise.
- I. Deliverable – A good, product, service, solution, result, labor, or other effort being sought through this RFP.
- J. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- K. Galvez Parking Garage – the garage located at the corner of North Street and North 5th Street.
- L. LaPAC – The Louisiana Procurement and Contract Network
- M. LaSalle Parking Garage – the parking garage located at the corner of North Street and 3rd Street.
- N. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(34).
- O. Must - The term denotes mandatory requirements.
- P. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- Q. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- R. RFP – Request for Proposals, including all attachments and exhibits and any information posted by the State to the LaPAC website, as amended.
- S. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(53).
- T. Should – The term denotes a desirable action.

- U. State- 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.
- V. Welcome Center Parking Garage (WCPG) – the parking garage located at the corner of North Street and Lafayette Street.
- W. Will – Denotes a mandatory requirement.

1.5.1 Acronyms

- A. DOA – Division of Administration
- B. CAR – Corrective Action Request – The office of State Buildings will provide an electronic deficiency notification to the Contractor for non-compliant, unsatisfactory and/or incomplete work. This notification will include the specific deficiency along with an estimate value.
- C. DOA – Division of Administration
- D. OFC – Office Facilities Corporation
- E. OFSS – Office of Finance and Support Services
- F. OSB – Office of State Buildings
- G. OSP – Office of State Procurement
- H. PARCS – Parking And Revenue Control System
- I. POF – Pay On Foot
- J. RFP – Request for Proposal

1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	August 5, 2026	1:00 PM
2. Mandatory Pre-Proposal Conference	August 19, 2026	1:00 PM
3. Deadline to receive written inquiries	August 26, 2026	1:00 PM
4. Deadline to answer written inquiries	September 2, 2026	1:00 PM
5. Proposal Opening Date	September 23, 2026	1:00 PM

(Proposal Submission Deadline)

- | | |
|---|-----------------|
| 6. Oral discussions with Proposers, if applicable | To be scheduled |
| 7. Best and Final Offer with Proposers, if applicable | To be scheduled |
| 8. Notice of Intent to Award to be issued | To be scheduled |
| 9. Contract Initiation | To be Scheduled |

NOTE: The Office of State Buildings reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://www.cfpd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Buildings. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2 Proposer Inquiry Periods** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Buildings is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Buildings
P. O. Box 44001
Baton Rouge, LA 70804

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Buildings. The Office of State Buildings must receive the proposal by the date and time specified in Section 1.6 Schedule of Events.

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

Office of State Buildings
1928 North 3rd St.
Baton Rouge, LA 70802

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

X **Proposal Name: Parking Management Services for Office of State Buildings**

- X **Bid Number: 107OSB-27-1314-OFC**
X **Proposal Opening Date and Time: September 23, 2026 @ 1:00 PM**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Buildings physical location. The Office of State Buildings is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Buildings **no later than the date and time shown in Section 1.6 Schedule of Events** of this RFP.

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.8 Proposal Response Format

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

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Louisiana Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before the Contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Louisiana Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of**

the applicable document must be submitted to the Office of State Buildings before contract award.

4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Buildings.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of the Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
- D. **Proposed Solution/Technical Response**: Illustrate and describe the proposed technical solution and compliance with this RFP's requirements. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted in accordance with **Exhibit "B" Price Schedule** of this RFP. Prices proposed shall be firm for the duration of the Contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the State.

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

1.9 Number of Response Copies

Each Proposer shall submit one signed original proposal.

Each Proposer should submit the following:

- 3 additional copies of the proposal
- One redacted copy of the proposal, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP)
- One “searchable” electronic copy of the proposal on two separate USB flash drives. The searchable electronic copy should be provided as one file.
- One electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP). The electronic redacted copy should be provided as one file.

1.10 Legibility/Clarity

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

1.11 Confidential Information, Trade Secrets, and Proprietary Information

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

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 Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the 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 proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal 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 the information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal 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 proposal, including proprietary information contained therein, available to Office of State Buildings personnel, OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. 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 proposal 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.

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Pre-Proposal Conference

A Pre-Proposal Conference will be held at (*Office of State Buildings on August 19, 2026*). Prospective Proposers may participate in the conference to obtain clarification of the requirements of this RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-Proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions via an addendum to this RFP.

1.12.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our customers. The State

reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant section of this RFP (even if an answer has already been given to an oral question during the Pre-Proposal Conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this RFP shall be delivered to the Office of State Building's contact person for this RFP, Calvin Mayeux, by mail, express courier, e-mail, hand, or fax:

Office of State Buildings
Attention: Calvin Mayeux
P. O. Box 44001

Baton Rouge, LA 70804

E-Mail: calvin.mayeux@la.gov

1928 North Third St.

Baton Rouge, LA 70802

Phone: (225) 219-4800/ Fax: (225) 219-4810

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the Office of State Buildings, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to this RFP. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Buildings is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with this RFP or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Office of State Buildings Director at least two days prior to the deadline for submitting proposals.

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

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

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

Help scripts are available on OSP website under Vendor Resources at:

<https://www.doa.la.gov/doa/osp/vendor-resources/>

1.12.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2 Proposer Inquiry Periods** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this RFP'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. Further, failure to comply with these requirements may result in the Proposal's disqualification.

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the Office of State Buildings provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of this RFP.

1.13 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. The Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.15 Performance Bond

The Contractor shall provide a Performance Bond (Surety Bond) in an amount equal to 20% of the total cost of the first Contract year, which shall be renewed every 12 months during the contract term to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the Office of State Buildings. Any Performance Bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a Performance Bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10% of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15% of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The Performance Bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any Performance Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

1.16 Fidelity Bond Requirements

The Contractor shall be required to provide a Fidelity Bond in the amount of \$75,000.00 to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Office of State Buildings shall be the named beneficiary.

A blanket Crime insurance policy with a minimum limit of \$50,000.00 per occurrence for Employee Theft and endorsed to include the State of Louisiana as a named insured is acceptable in lieu of the Fidelity Bond.

The Fidelity Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State. This bond will be required prior to execution of the Contract.

1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to this RFP at any time. The State also reserves the right to cancel or reissue this RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening date and time, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in **Section 1.12.2 Proposer Inquiry Periods** of this RFP.

1.19 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to this RFP.

1.20 Waiver of Administrative Informalities

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

1.21 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of 5% 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 bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.22 Ownership of Proposal

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

1.23 Cost of Offer Preparation

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

1.24 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to Taxes, Assignment of Contract, Audit of Records, EEOC and ADA Compliance, Record Retention, Content of Contract/Order of Precedence, Contract Changes, Governing Law, Claims or Controversies, and Termination for Non-Appropriation of Funds.

1.25 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

1.26 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.27 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

1.28 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its Contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire Contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small

entrepreneurship, if practical. In all events, any subcontractor used by the prime Contractor should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the Contract. The prime Contractor shall assume total responsibility for compliance.

1.29 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet the State objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions or presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.30 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a Contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.31 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.32 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Office Facilities Corporations for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

1.32.1 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. The State must find that the selected Proposer:

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

1.33 Best and Final Offers (BAFO)

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

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

1.34 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in this RFP considered, does not agree to a Contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers.

1.35 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the Proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Proposer will become part of any Contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the Sample Generic Contract in **Attachment “A”** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The mandatory terms and conditions including but not limited to those contained in **Section 1.24 Non-negotiable Contract Terms** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to this RFP, will be the most advantageous to the State, price and other factors considered.

The State intends to award to a single Proposer.

1.36 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, OSB will issue a “Notice of Intent to Award” letter to the apparent successful Proposer. The “Notice of Intent to Award” letter is the notification of the award of the contract. However, the “Notice of Intent to Award” is contingent upon successful negotiation of a final contract.

OSB will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and 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, in accordance with La. R.S. 39:1671, to the [Agency Name] Director of Procurement, within 14 days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

1.37

1.38 Insurance Requirements

The Contractor shall furnish the State with Certificates of Insurance (COI) effecting coverage(s) required by this RFP in accordance with **Attachment “B” Insurance Requirements for Contractors**. 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment “B” Insurance Requirements for Contractors** for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.40 Liability and Indemnification

1.40.1 Contractor Liability

The 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 the Contractor, its owners, agents, employees, partners or subcontractors.

1.40.2 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 the Contract.

1.40.3 Indemnification

The 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 the 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 act or failure to act.

1.40.4 Intellectual Property Indemnification

The 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, the 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 the Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

1.40.5 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.

1.40.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of the 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.

1.40.1.1 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 the Contract, the 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. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.41 Payment

1.41.1 Payment for Services

The Office of State Buildings shall pay the Contractor in accordance with the Pricing Schedule set forth in **Exhibit "B"**. The Contractor may invoice the Office of State Buildings monthly at the billing address designated by the Office of State Buildings. Payments will be made by the Office

of State Buildings within approximately 30 days after receipt of a properly executed invoice, and approval by the Office of State Buildings. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.41.2 Late Payments

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

1.41.3 Electronic Vendor Payment Solutions

The Office of State Buildings desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Exhibit "C" Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

1.41.4 Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

1.42 Termination

The State of Louisiana has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) the Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) the Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.42.1 Termination of the Contract for Cause

The 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, or failure to fulfill its performance obligations pursuant to the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such 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.

The 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's failure and a reasonable opportunity for the State to cure the defect.

1.42.2 Termination of the Contract for Convenience

The State may terminate the Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.42.3 Termination for Non-Appropriation of Funds

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

1.43 Assignment

The Contractor shall not 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 his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.44 No Guarantee of Quantities

The quantities referenced in this RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State to increase or decrease the amount, at the unit price stated in the proposal.

The State does not obligate itself to contract for or accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

1.45 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Office of State Buildings, 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 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.

1.46 Civil Rights Compliance

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

as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

1.47 Record Retention

The Contractor shall maintain all records in relation to the Contract for a period of at least five years after final payment.

1.48 Record Ownership

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

1.49 Content of Contract/ Order of Precedence

In the event of an inconsistency between the Contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.50 Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of the Office of State Buildings.

Changes to the Contract include any change in: compensation; beginning/ending date of the Contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

1.51 Substitution of Personnel

The State intends to include in any Contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.52 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; Special Terms and Conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.53 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.54 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.54.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, the Proposer shall so state.

1.54.2 Continuing Obligation

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

1.55 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.56 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.57 Energy Policy and Conservation Act

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

1.58 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.59 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.60 Warranties

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Scope of Work/Services.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this RFP. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the Contract that results in the termination of the Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.61 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify

the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.62 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.63 Security

The Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/> 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 is responsible for promptly reporting to the State any known breach of security, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

1.64 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this RFP, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the RFP, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The [Agency Name] 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.

1.65 Prohibition of Companies That Discriminate Against Firearm and Ammunition industries

In accordance with La. R.S. 39:1602.2, 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.

1.66 Key Internal Control Outsourcing

The State of Louisiana/Office of State Buildings will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the State is operating properly. The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the Office of State Buildings. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the Office of State Buildings and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Office of State Buildings with an exact copy of the report within 30 calendar days of completion. When required by the Office of State Buildings, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the Office of State Buildings. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

1.67 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.

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 Office of Technology Services.

1.68 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under the Contract.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

This Request for Proposals (RFP) is to solicit offers for professional parking management services to the State of Louisiana in operating, and performing designated maintenance functions for the Welcome Center, LaSalle, Galvez and Claiborne Parking Garages as detailed in **Appendix “A”** scope of work.

It is the intent of this RFP to obtain proposals for the Welcome Center, LaSalle, Galvez and Claiborne Parking garage facilities. The term of this Contract is three (3) years with an optional renewal of the contract for two (2) additional consecutive years (subject to agreement by both parties).

Complete full size floor plans/ layouts for each of the garages are available for review at the Office of State Buildings. Reduced copies of floor plans for the garage are provided in the RFP package in **Exhibit “A”**.

Contractor shall be responsible to provide all labor, material, and supervision necessary to perform the services described herein.

2.2 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

- The Contractor will be responsible for all corrective/unscheduled maintenance and preventative maintenance (including pre-existing conditions) and repair services along with their associated costs for all parking equipment.
- The Contractor will be responsible for all costs (management, labor, materials, travel, tests, etc.) at the fixed annual cost provided in **Exhibit “B”** Pricing Schedule.
- Deliverables will be documented via work requests issued by the Office of State Buildings.

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Exhibit “B”**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items free on board (FOB) destination.

2.4 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at

- | | |
|-------------------------|--|
| • Claiborne Garage | 1201 North Third Street, Baton Rouge, LA 70802 |
| • Galvez Garage | 504 North Fifth Street, Baton Rouge, LA 70802 |
| • LaSalle Garage | 521 Third Street, Baton Rouge, LA 70802 |
| • Welcome Center Garage | 702 River Road, Baton Rouge, LA 70802 |

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include prices per the schedule furnished in **Exhibit “B”**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

2.5.2 Technical

Experience and reliability of the Proposer’s organization are to be considered in the evaluation process. Therefore, the Proposer is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. The Proposer should provide evidence of the Proposer’s proven leadership in Parking Management Services contracts.

The Proposers shall describe their background, relevant experience and qualifications, including, but not limited to the following:

➤ Financial Stability

The Proposer shall provide with their proposal response financial information that will allow the proposal evaluation team to ascertain the financial stability of the firm.

- If a public company, the Proposer will provide their most recent audited financial report.
- If a private company, the Proposer will provide a copy of their most recent internal financial statement and a letter from their financial institution on the financial institution’s letterhead, stating the Proposer’s financial stability.

➤ Company Structure

The Proposer shall include in the proposal response the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP. The Contractor’s office or reporting station shall be answered by a person on a 24 hour a day basis, seven (7) days a week, 365 days a year.

Answering machines, voice mail or other automated services shall not be acceptable.

➤ Experience

Provide evidence which demonstrates that the Proposer meets or exceeds each of the following MINIMUM REQUIRMENTS:

- A minimum of five (5) years in the parking operation business.
- Currently operating a multi-level parking structure(s)
- Experience in operation a mix of daytime/nighttime parking and special event parking.
- Experience with computerized parking revenue equipment

The Proposer must have at a minimum of five (5) full consecutive years as a provider of Parking Services Management and Operations, and shall provide a list of clients, minimum of five (5) for whom these services have been performed during the previous five (5) years. This listing must include:

- Company name
- Dates of service
- Name of contact person
- Title of contact person
- Telephone number of contact person (must be current and working)
- Fax number of contact person (must be current and working)
- Email address of contact person (must be current and working)

The Proposer must also provide their experience regarding computerized parking revenue equipment.

➤ **Project Team**

The organization, management and communication of the project team to perform the work required in this RFP should be clearly described. The relevant experience and qualifications of those individuals assigned to key positions on this project should be clearly described. Clearly describe each project team member's involvement.

➤ **Quality Control**

The Proposer must clearly describe the quality control processes used in previous contract facility maintenance services and this project team's involvement in those processes. Proposer must clearly describe the process of quality control that will be used with this project in order to insure a high level of quality services. Individuals responsible for quality control activities on this project should be included in the description as well as a Schedule of Quality Control Activities.

➤ **Contracts Terminated**

The Proposer should identify current and past client(s) contract(s) terminated, the reasons for the termination and the name and telephone number of the contract administrator from the former contracting agency, in order to verify any contracts terminated for cause. Failure to identify current and past clients and to provide a current and working telephone number, fax, and email address may result in a rejection of the proposal.

➤ **Business Litigation**

The Proposer should list all tort and civil rights lawsuits against the Proposer or principal since 2008, settled or lost by the Proposer, the issues involved and the settlement reached or consent orders entered in connection with the suits. Note: Failure to reveal the settlement reached or consent orders entered for any lawsuit for whatever reason, may result in a rejection of the proposal.

➤ **Client Satisfaction**

The Proposer should provide information related to previous and current services/contracts performed by the Proposer organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the Proposer should obtain the signature of the contact person referenced verifying that the information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Louisiana in order to discuss the services. The State reserves the option to request additional information regarding the services and possibly visit site locations where the Proposer has provided or currently provides Parking Services Management and Operations. In order to facilitate obtaining the needed information, the following information is to be provided:

- Name, address, email address and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- Dates of the service/contact; and
- A brief, written description of the specific prior services performed and requirements thereof.

The Proposer shall identify the proposed subcontractors and the service and/or product each proposed subcontractor will provide. The Proposer should provide sufficient information/submittals to document the proposed subcontractors experience providing the service and/or product.

➤ **Method of Performance**

The method by which the proposed method of performance is written is left to the discretion of the Proposer. The following method may be used: Via an exhibit or in any other appropriate format, identify each specific paragraph and subparagraph of the RFP requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, with what, to what degree, where, etc., the requirements will be satisfied and otherwise detail the Proposer's understanding of the requirements and ability to successfully perform.

In presenting the method of performance, the Proposer shall submit or describe the following:

- Response for meeting the requirements of the Office of State Buildings for maintaining the facilities at the highest possible standard and in compliance with all appropriate life, safety, environmental, and aesthetic issues and/or requirements.
- Level of service and capabilities that will be provided during the start-up period in order to assure that the Office of State Buildings garages are fully operational prior to the start of the parking management services.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

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

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

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

In performing its evaluation of proposals, the Office of State Buildings 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 the Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

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

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

<https://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://legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:
<https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>

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

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

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.

PART III: EVALUATION

The Office of State Buildings Evaluation Committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Technical Proposal (Section 3.1)	60
Financial Proposal (Section 3.2)	30
Veteran and Hudson Initiative (Section 3.3) <i>(This criteria should not be used if the funding source being utilized includes restrictions, (i.e. FEMA funds, HUD funds, etc.)</i>	10
Total Possible Points	100

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

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to 50% of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.

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

3.1 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Office of State Buildings Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- **Company Background and Experience**
- **Service and Support Requirements**
- **Approach and Methodology**
- **Implementation/Orientation Plan**
- **Risk Factor**

3.2 Financial Proposal

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

The following financial criteria will be evaluated: *(Agency to state criteria to be evaluated)*

Prices proposed by the Proposers shall be submitted on the Price Schedule furnished in **Exhibit “B”**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

A Proposer's base cost score will be based on the cost information provided in **Exhibit "B"** and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times \text{FPP})$$

Where: BCS = Computed cost score (points) for Proposer being evaluated
 LPC = Lowest proposed cost of all Proposers
 PC = Total cost of Proposer being evaluated
 FPP = Financial Proposal Points

Note: The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the Office of State Buildings. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

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

12% of the total evaluation points in this RFP are reserved for Proposers who are certified Small Entrepreneurship 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:

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 12% of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to 10% of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified Small Entrepreneurship(s) in the performance of contract work resulting from this RFP, the Proposer shall receive points equal to the net percentage extent 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 12% of the total number of evaluation points in this RFP.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Scope of Work Appendix: A

4.2 Performance Measurement

The Office of State Buildings may issue corrective action requests (CAR), to the Contractor for preventive/scheduled or corrective/unscheduled maintenance task/actions performed by the Contractor that are determined to be deficient in any manner. The Contractor must rectify the deficient performance within three (3) business days or provide a corrective action plan that outlines procedures/timelines for accomplishing the corrective action(s). All costs associated with any re-work as a result of deficient workmanship/performance shall be the sole responsibility of the Contractor.

Note that any and all outstanding corrective action requests (CAR's) within a billing period will be cause for withholding monies from the submitted Contractor invoice. An estimated cost/value will be determined via discussions/consultation between the designated Contractor representative(s) and Office of State Buildings representatives. The ultimate determination of the cost/value of the CAR will be determined by the Office of State Buildings. The withholding of payment shall in no way be misconstrued as a penalty against the Contractor, but as a means to insure corrective actions are taken in order to meet the specified requirements.

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

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

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

Appendix A: Scope of Work

Operations, Management, and Vehicle Immobilization Contract

Administered by: The Office of State Buildings (OSB), Division of Administration (DOA), State of Louisiana

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1.0 General Information & Facilities Portfolio

The State of Louisiana grants the successful Contractor an exclusive license to operate, manage, and control public parking operations within the Capitol Park Parking Facilities during the Contract Term and any approved renewal periods. The Contractor shall use the facilities solely for parking and vehicle storage operations and activities directly incidental thereto.

The facility asset portfolio covered under this Scope of Work encompasses a total of **5,242 designated parking spaces** distributed across four primary parking structures:

Facility Name	Capacity (Spaces)	Primary Use Profile
LaSalle Garage	1,809	Public, Hotel, State Employee, and YMCA Patrons
Galvez Garage	1,800	Public and State Employee Parking
Claiborne Garage	1,245	Exclusive State Employee Parking Only
Welcome Center Garage	388	Public and State Employee Parking
Total Portfolio Capacity	5,242	Integrated Capitol Park Parking Matrix

1.1 Standards of Operation

The Contractor is required to operate and manage all assigned parking facilities with the highest levels of professionalism, efficiency, and customer service. All personnel assigned to the contract must actively contribute to establishing and maintaining a safe, orderly, and customer-friendly parking environment with the continuous objective of moving patrons efficiently while ensuring courteous service.

1.2 Compliance Requirements

The Contractor must maintain strict adherence to all governing frameworks, specifically including:

- All provisions, timelines, and explicitly stated mandates of this Contract.
- Applicable state and local statutory laws and regulations.
- Recognized commercial industry standards for metropolitan and institutional parking operations.
- State of Louisiana administrative policies and procedures.

- Directives, operating requirements, and formal guidelines issued by the Office of State Buildings (OSB).

The State of Louisiana retains sole authority to evaluate operational compliance and enforce any and all contractual requirements.

2.0 Core Roles and Responsibilities

2.1 Contractor Responsibilities

The Contractor must execute, fund, and manage the following core functions:

- Full operational management of all four listed parking facilities.
- The collection, counting, verification, reconciliation, secure deposit, and precise reporting of all parking revenues.
- Provision of all management, operational, maintenance, enforcement, and event staffing necessary for efficient operations.
- Routine maintenance and calibration of all parking control equipment, kiosks, software, permit systems, and related technology.
- Enter, update, modify, delete license plate data as needed. Work directly with tenants and public during citation disputes and shall void citation only as directed by the Office of State Buildings.
- Shall be solely responsible for providing, maintaining, and paying for all internet services necessary to support the Contractor's business computers, License Plate Recognition (LPR) cameras, and any and all garage-related software and technology systems required to perform the services outlined in the RFP.
- Provision of complete janitorial and pest control services.
- Provision of garbage collection and waste disposal services.
- Upkeep and modification of professional signage and customer information display systems.
- Deployment and ongoing support of the technological systems required under Section 6.0.
- Active administrative operational coordination with Department of Public Safety (DPS) and OSB personnel.
- Provision of immediate emergency assistance services to patrons.
- Administration and validation of multi-tiered agency permit parking and specialized validation programs.

2.2 Owner (State of Louisiana) Responsibilities

The State of Louisiana retains exclusive responsibility for all major capital improvements and structural infrastructure repairs, specifically limited to:

- Structural engineering repairs and maintenance of the garage frameworks.
- Primary plumbing network infrastructure, maintenance and repairs.
- High-voltage and baseline building electrical systems maintenance and repairs.

- Heating, Ventilation, and Air Conditioning (HVAC) infrastructure maintenance and repairs.
- Elevator machinery maintenance, inspections, and structural repairs.
- Provision and financial coverage of essential utility infrastructure, including electricity, water, sewer, and gas services.

3.0 Parking Operations Framework

3.1 Revenue Collection and Financial Controls

The Contractor must implement highly rigorous accounting controls aligned with industry standards to prevent revenue leakage and guarantee transparent auditing:

- **Daily Collection & Processing:** All parking revenues must be collected, counted, verified, and reconciled daily.
- **State Bank Deposits:** Reconciled revenues must be deposited into designated State of Louisiana financial accounts on a daily basis.
- **Personnel Bond:** Every employee assigned to the contract who possesses cash-handling or financial reconciliation responsibilities must be fully bonded.
- **Documentation Requirements:** Accurate daily deposit documentation, receipts, and system audits must be compiled and submitted to OSB without delay.
- **Staffing Integrity:** The Contractor must maintain qualified accounting personnel specifically trained in parking revenue networks.

3.2 Schedule of Operating Hours and Porter Staffing

Operational hours and specialized staffing models vary across the portfolio to match demand and optimize asset deployment. The Contractor must adhere strictly to the following schedule:

- **LaSalle Garage:**
 - Operational Access: Open 24 Hours per day, 7 days per week.
 - Porter Staffing: Monday through Friday, 6:00 AM – 3:00 PM.
- **Galvez Garage:**
 - Operational Access: Monday through Friday, 5:00 AM – 9:00 PM; Saturday, 5:30 AM – 3:00 PM; Sunday, Closed.
 - Porter Staffing: Monday through Friday, 4:00 PM – 10:00 PM.
- **Claiborne Garage:**
 - Operational Access: Restricted exclusively to State Employee Parking.
 - Porter Staffing: Monday through Friday, 5:00 PM – 9:00 PM.
- **Welcome Center Garage:**
 - Operational Access: Monday through Friday, 6:00 AM – 9:00 PM; Closed on weekends.
 - Porter / Citation Officer Staffing: Monday through Friday, 6:30 AM – 3:30 PM.

3.3 Base Staffing & Enforcement Personnel

In addition to the structure-specific porters listed above, the Contractor must supply the following core personnel across the administrative footprint:

- **One (1) Full-Time Garage Manager:** Present on-site Monday through Friday to oversee operations and coordinate with OSB.
- **One (1) Dedicated Parking Enforcement Officer:** Active Monday through Friday from 7:00 AM to 4:00 PM, patrolling the facilities to verify authorizations and issue penalties.
- **Special Event Supplementation:** The Contractor must scale up operational, administrative, traffic control, and enforcement personnel dynamically as required to handle high-volume special events.

3.4 Facility Maintenance, Housekeeping & Safety

To uphold safety and environmental health standards, the Contractor must maintain all facilities in a clean, pristine, and sanitary condition. Daily execution logs and physical inspections are required for the following tasks:

- Sweeping, clearing, and maintaining structural facility entrances and exits.
- Comprehensive sanitization and cleaning of all facility elevators and enclosed stairwells.
- Continuous collection and removal of all loose litter, trash, and accumulated debris.
- Immediate professional removal of any graffiti or unauthorized visual markings.
- Rapid-response biohazard cleanup execution following safety regulations.
- Immediate remediation, absorption, and environmental cleaning of vehicle fluid and oil spills.

4.0 Parking Programs, Validation & Rate Structures

4.1 Validation Programs (State Employee, Hotel & YMCA)

The Contractor must configure, manage, and audit two specialized validation ecosystems via its primary technical interface:

- **State Employee & Hotel QR Framework:** The Contractor must administer an agency-specific QR code validation network. Each distinct State agency and hotel will receive an exclusive, unique QR code. The system must seamlessly register these validations for unified data transparency, access control, and auditing.
- **YMCA Patron Validation Program:** Valid patrons of the YMCA utilizing the LaSalle Garage are entitled to complimentary parking validation for up to a maximum duration of **2.5 hours**. Any vehicle exceeding the 2.5-hour validated

window must be charged standard public parking rates for the remaining duration.

4.2 Public Rate Schedule and Special Events

The Contractor must strictly implement and maintain the public parking fee structure authorized by the State of Louisiana. The State retains sole authority to establish and modify parking rates at any time.

The baseline public rate schedule is detailed below:

Parking Duration Increment	Assessed Public Tariff Rate (\$ USD)
0 to 1 Hour	\$2.00
1 to 2 Hours	\$4.00
2 to 3 Hours	\$6.00
3 to 4 Hours	\$8.00
4 to 24 Hours	\$10.00
Daily Cumulative Maximum Rate	\$10.00

- **Special Event Configurations:** Specialized event parking rates may be configured and executed at a flat tariff of **\$5.00 per vehicle**, subject to prior review and explicit written authorization from OSB. OSB retains the right to authorize complete fee exemptions (free parking) for designated events.

4.3 Free Parking Authorizations

Only the following designated vehicle classes and credentialed users are explicitly authorized to receive free parking within the facility portfolio:

- Disabled American Veterans displaying official qualifying credentials.
- Baton Rouge Police Department (BRPD) marked patrol vehicles.
- Department of Public Safety (DPS) marked patrol vehicles.
- Office of State Buildings (OSB) marked service vehicles.
- Unmarked police vehicles displaying authorized official law enforcement identification.

Critical Direct Intent: No employee or field agent of the Contractor is authorized to grant free parking privileges or waive fees to any user without prior explicit approval from OSB.

5.0 Operational Policies, Personnel, and Safety Protocols

5.1 Traffic Management and Towing Regulations

The Contractor must maintain active traffic mitigation workflows inside and adjacent to the garage facilities. The Contractor must supply, deploy, and maintain all necessary physical assets, including heavy-duty traffic cones, safety barricades, and clear reflective lane dividers.

- **Towing Enforcement Framework:** Under no circumstances is the Contractor or its staff permitted to tow any vehicle independently. The Contractor must obtain explicit, formal written approval from OSB before initiating towing procedures for any vehicle. Similarly, the removal of abandoned vehicles may only be coordinated after receiving definitive written authorization from OSB.

5.2 Incident Reporting Protocols

Safety tracking and disclosure follow a strict dual-timeline communication matrix:

- **Routine Incident Reporting:** Comprehensive weekly incident summaries tracking all minor operations, baseline compliance events, or property status shifts must be compiled and delivered to both OSB and DPS no later than **12:00 PM (Noon) each Monday**.
- **Serious Incidents:** Any high-severity event, including physical auto accidents, criminal acts, personal injuries, property breaches, or critical security threats, must be reported immediately to both DPS and OSB via direct emergency channels.

5.3 Personnel Standards, Uniforms, and Training

All Contractor personnel must represent the State of Louisiana with distinction. All field and management personnel must wear approved company uniforms, display clearly legible name tags, maintain a highly clean and professional personal appearance, and consistently deliver professional customer service.

- **Drug-Free Workplace:** The Contractor must enforce a strict drug-free workplace policy. The use, possession, sale, or distribution of drugs, alcohol, or unprescribed controlled substances by any employee while performing contract duties is completely prohibited.
- **Comprehensive Training Program:** The Contractor must maintain, document, and execute structured onboarding and continuous training curricula for all employees covering:
 - High-tier hospitality and proactive customer service.
 - Standard parking operations and facility optimization.

- Financial revenue control and fraud mitigation.
- Safety protocols and environmental protection procedures.
- Emergency response and coordination with public safety units.
- Integrated technology systems, permit architecture, and software management.
- License Plate Recognition (LPR) hardware and enforcement software systems.
- Mechanical and physical asset equipment operation.

5.4 Emergency Services & Disaster Coordination

The Contractor must deliver basic roadside assistance services directly to facility patrons, including vehicle battery jump-starts, tire inflation assistance, vehicle location assistance, and facilitating emergency communication access.

Furthermore, the Contractor must coordinate with OSB and DPS to implement emergency procedures for critical contingencies, including:

- Fire emergencies;
- Bomb threats;
- Medical emergencies;
- Security incidents and active threats;
- Regional flood events;
- Structured facility and building evacuations.

6.0 Technology and Reporting Infrastructure Requirements

The Contractor must supply, deploy, host, maintain, and support a modern, comprehensive technology suite to manage the parking ecosystem efficiently. The core software platform architecture must include the components detailed below:

6.1 Operational Analytics & Intelligence Platform

The core analytics software must process real-time and historical datasets to populate unified dashboards with the following actionable views:

- **Real-Time Violation Dashboards:** Instantaneous digital alerts mapping active enforcement infractions across all structures.
- **Historical Violation Reporting:** Comprehensive analytical databases mapping citation trends, compliance behaviors, and risk zones.
- **Occupancy Monitoring:** Living tracking feeds monitoring live vehicle volume levels and space availability data.
- **Revenue Reporting:** Fully audited financial visibility layers tracking electronic, cash, and validation intake streams.

- **Operational Analytics:** Consolidated reporting arrays mapping macro-level facility health and performance metrics.

6.2 Permit Management System (PMP) & Portal

The Contractor must deploy an automated Permit Management System (PMP) featuring a customer-facing Permit Management Portal. The integrated framework must support the following administrative functions:

- User account creation, automated self-service registration, and credential updates.
- Secure payment processing modules supporting recurring credit card billing and automated electronic invoicing.
- Full native integration with License Plate Recognition (LPR) scanning platforms.
- Multi-tiered Organizational/Group account management and administrative segmentation rules for individual State agencies.
- Digital registration pathways for visitor validations, hotel stays, and YMCA patron exemptions.
- Deployment of virtual digital permits tied directly to vehicle license plates, eliminating physical decals.
- Complete system audit trails, digital log storage, and mass communication alert infrastructure.

6.3 Systems Integration and Data Interoperability

The technology suite must maintain seamless data interoperability. The Contractor must establish automated data bridges linking physical parking access systems, LPR cameras, digital payment networks, enforcement field devices, and reporting engines.

- **Transition and Continuity Safeguards:** To prevent service disruptions during deployment, the Contractor must execute comprehensive transition planning detailing robust data migration strategies, phased parallel operations workflows, system failover procedures, and rigorous data validation controls to guarantee historical financial and permit consistency.

6.4 Required Reports Portfolio

The Contractor must generate and deliver accurate, complete reports in State-approved electronic formats on a strict schedule. The required portfolio encompasses:

Report Classification	Functional Scope and Monitored Content Metrics
Daily Revenue Reports	Audited calculations of all physical, digital, and structural income streams collected over a 24-hour cycle.

Report Classification	Functional Scope and Monitored Content Metrics
Deposit Reports	Verified bank-validated receipts documenting the transfer of daily funds into State-designated accounts.
Permit Reports	Detailed tracking logs detailing active, pending, suspended, and expired corporate or individual virtual permits.
Vehicle History Reports	LPR-captured entry/exit logs tracking duration of stay, vehicle movement, and license metrics.
Visitor Validation Reports	Detailed audits mapping agency QR usages, YMCA time extensions, and authorized fee waivers.
Incident Reports	The mandatory weekly administrative performance summaries and serious incident disclosures.
Audit Logs	Comprehensive backend transaction logs tracking user profile updates, setting changes, and system modifications.
Operational Analytics Reports	Data matrices mapping peak capacity constraints, citation trends, and asset distribution suggestions.

Note: The Contractor must promptly compile and deliver any additional specialized reports or granular datasets requested by OSB management.

7.0 Vehicle Immobilization (Booting) Program

7.1 Scope of Booting Work

The selected Contractor shall provide a turnkey, fully managed vehicle immobilization (booting) program. The Contractor shall be solely responsible for sourcing, provisioning, maintaining, and replacing all equipment, hardware, and software required to execute booting operations in accordance with the performance standards outlined herein.

7.2 Equipment Specifications & Ownership

- **Total Contractor Ownership:** The Contractor shall provide, at its sole cost and expense, all booting devices, specialized tools, and deployment hardware. The Office of State Buildings shall bear zero capital cost for booting equipment.
- **Hardware Standards:** Boots must be of commercial-grade, heavy-duty construction (e.g., hardened steel) capable of withstanding tampering, weather

extremes, and vandalism. Devices must feature anti-scratch coating or specialized padding to prevent damage to customer vehicle rims and paint.

- **Smart Technology Encouraged:** The Contractor is encouraged to propose smart-boot technologies (e.g., electronic keypad locks, GPS tracking, or Bluetooth-enabled releases) to streamline operations.
- **Inventory Levels:** The Contractor must always maintain an on-site inventory of a minimum of two functional boots to handle peak enforcement periods.

7.3 Technology & Integration Requirements

- **LPR & Enforcement Integration:** Booting equipment and management software must seamlessly integrate with the existing garage LPR systems to identify scofflaws, repeat offenders, or unauthorized vehicles.
- **Payment & Self-Release Software:** If "smart boots" are utilized, the Contractor's software platform must allow parking violators to pay fines securely via a mobile portal or interactive voice response (IVR) system and receive a digital release code.
- **Audit Trails:** The system must log the exact timestamp, vehicle license plate, vehicle VIN, photos of pre-existing vehicle damage, and photos of the deployed boot.

7.4 Maintenance, Damage, and Replacement Liability

- **Maintenance & Upgrades:** The Contractor is solely responsible for the routine maintenance, calibration, software updates, and repair of all booting equipment. Any boot rendered inoperable due to wear and tear must be replaced immediately by the Contractor.
- **Vandalism and Theft:** In the event a booted vehicle owner damages, destroys, or steals a booting device, the Contractor shall bear the loss. The Office of State Buildings will assist by providing available CCTV footage but holds no financial liability for lost equipment.
- **Property & Vehicle Damage Liability:** The Contractor assumes 100% liability for any damage caused to customer vehicles during the installation, duration, or removal of the boot, as well as any damage caused to garage infrastructure by the booting equipment.

Exhibit A:

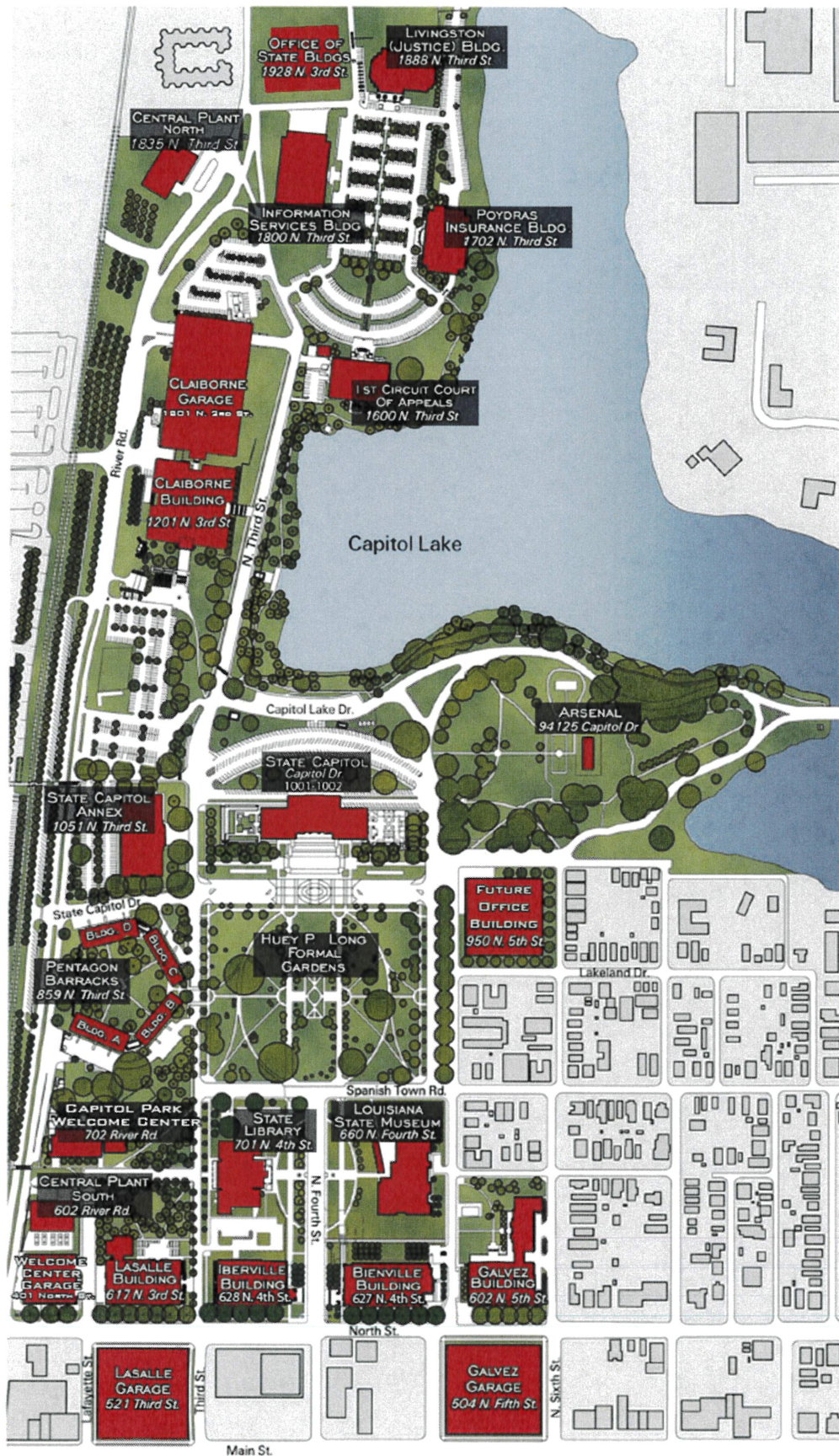
SITE MAP & FLOOR PLANS FOR:

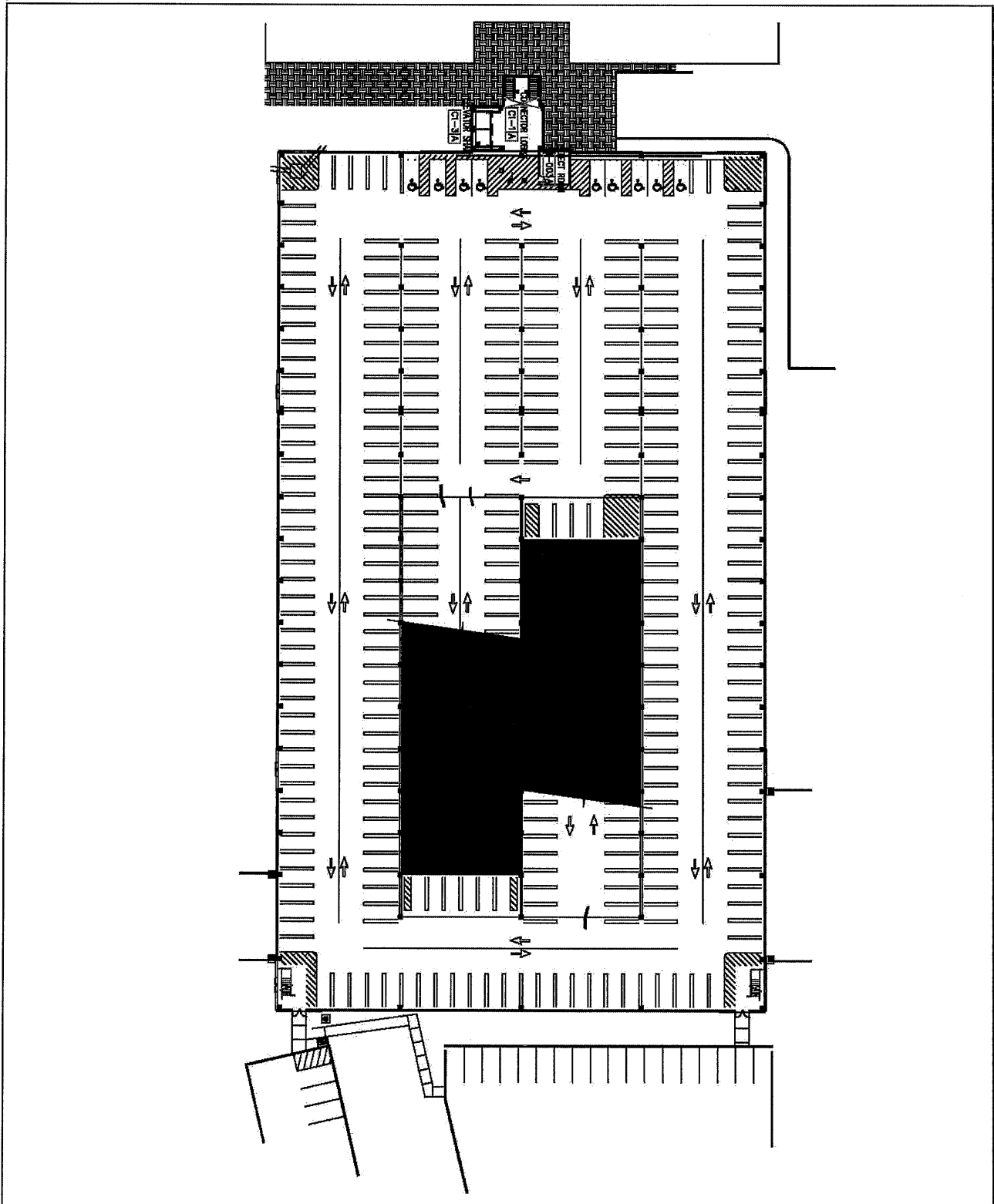
CLAIBORNE PARKING GARAGE

GALVEZ PARKING GARAGE

LASALLE PARKING GARAGE

WELCOME CENTER PARKING GARAGE

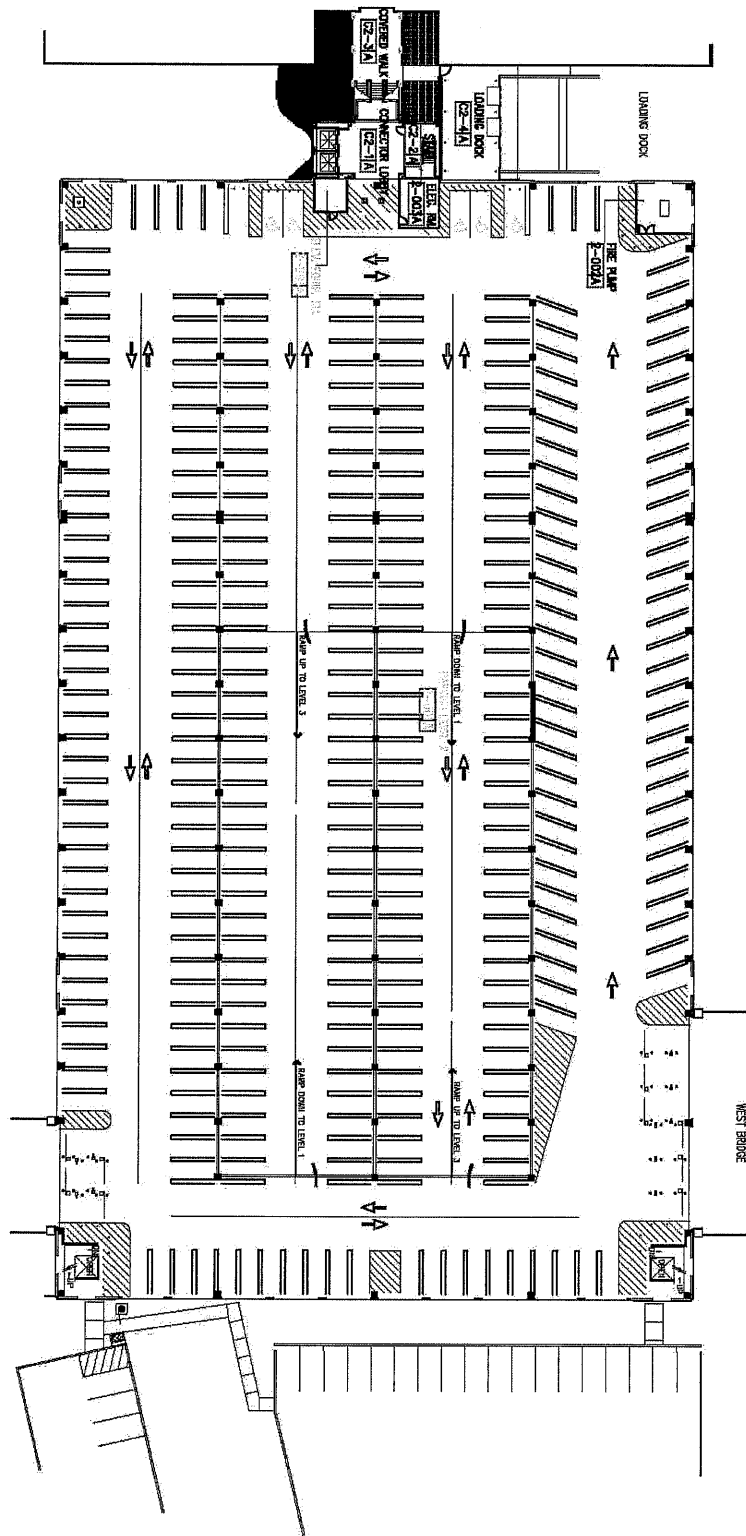




CLAIBORNE GARAGE
FLOOR 1 OF 4

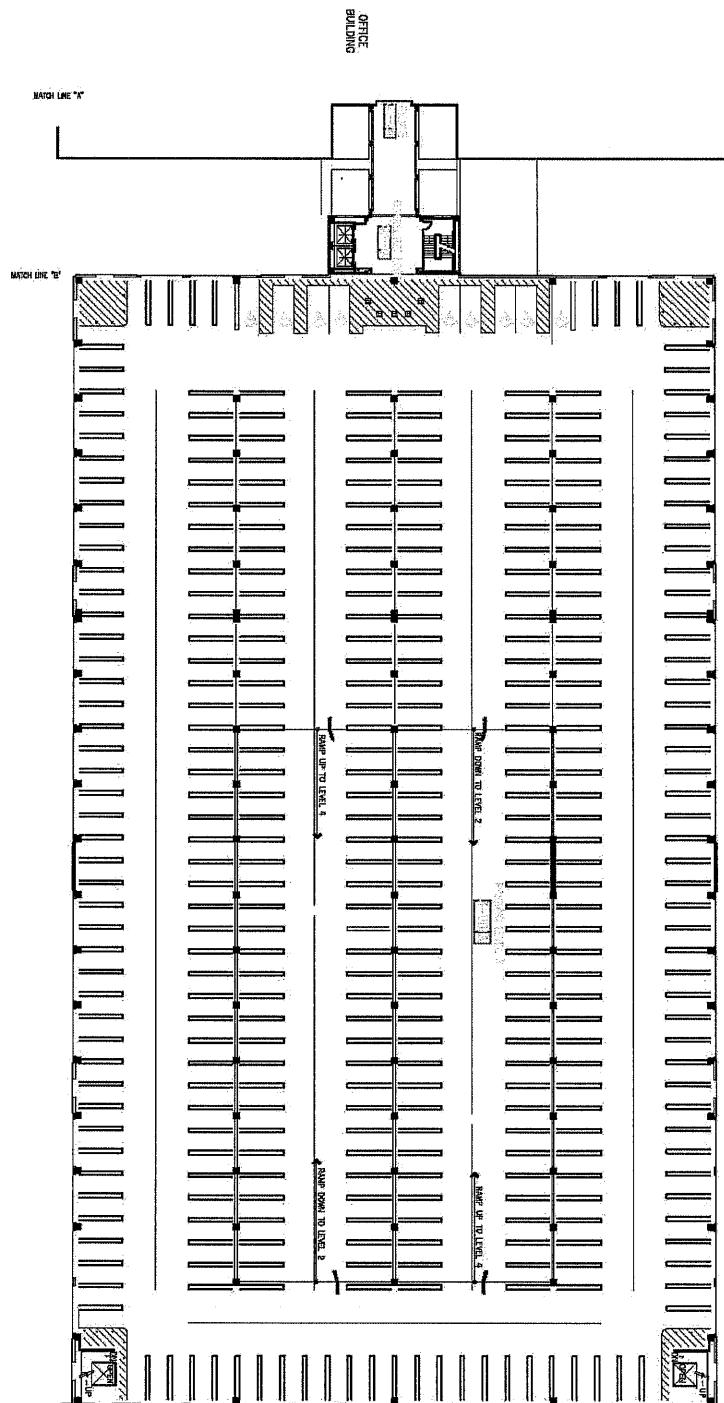


Office of State Buildings
P.O. Box 44001
1528 North Third St.
Baton Rouge, LA 70804-4001
(225) 219-4800



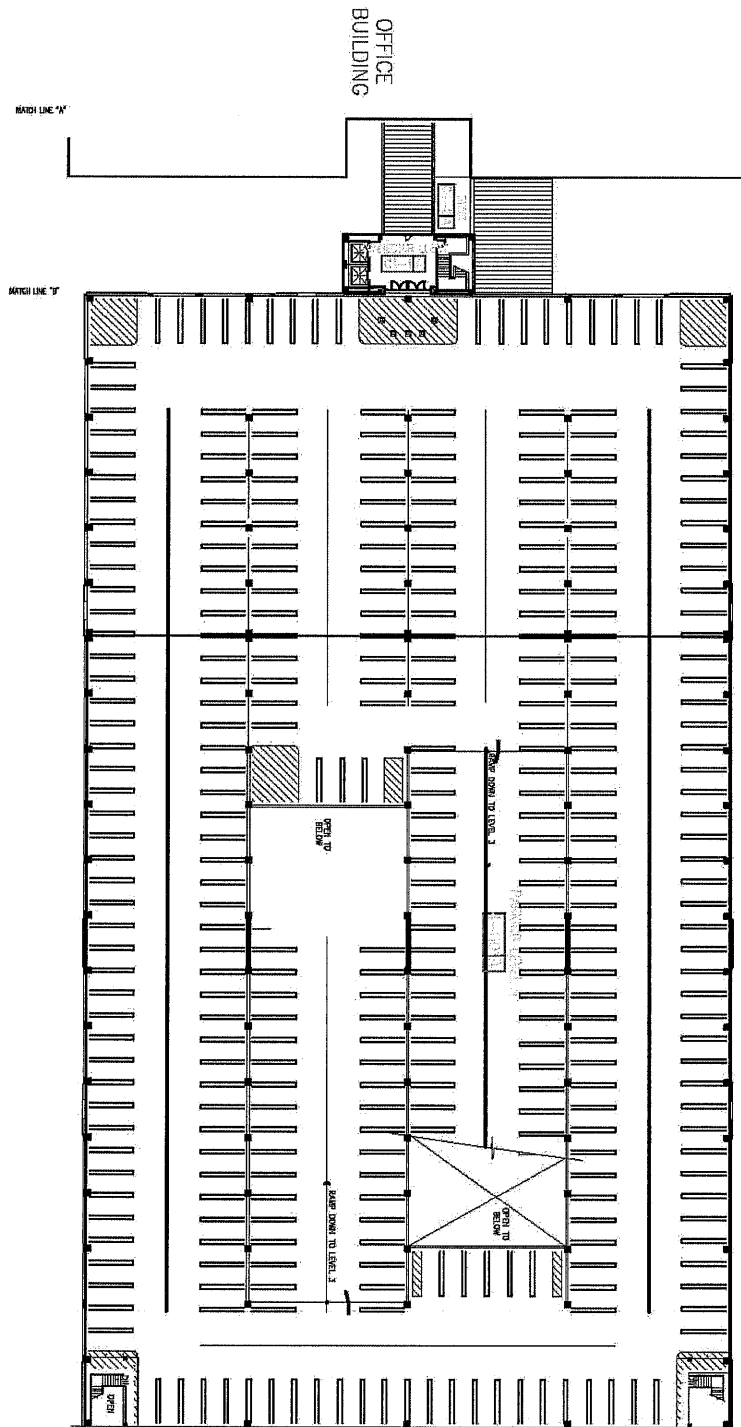
CLAIBORNE GARAGE
FLOOR 2 OF 4

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1828 North Third St.
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(225) 219-4800



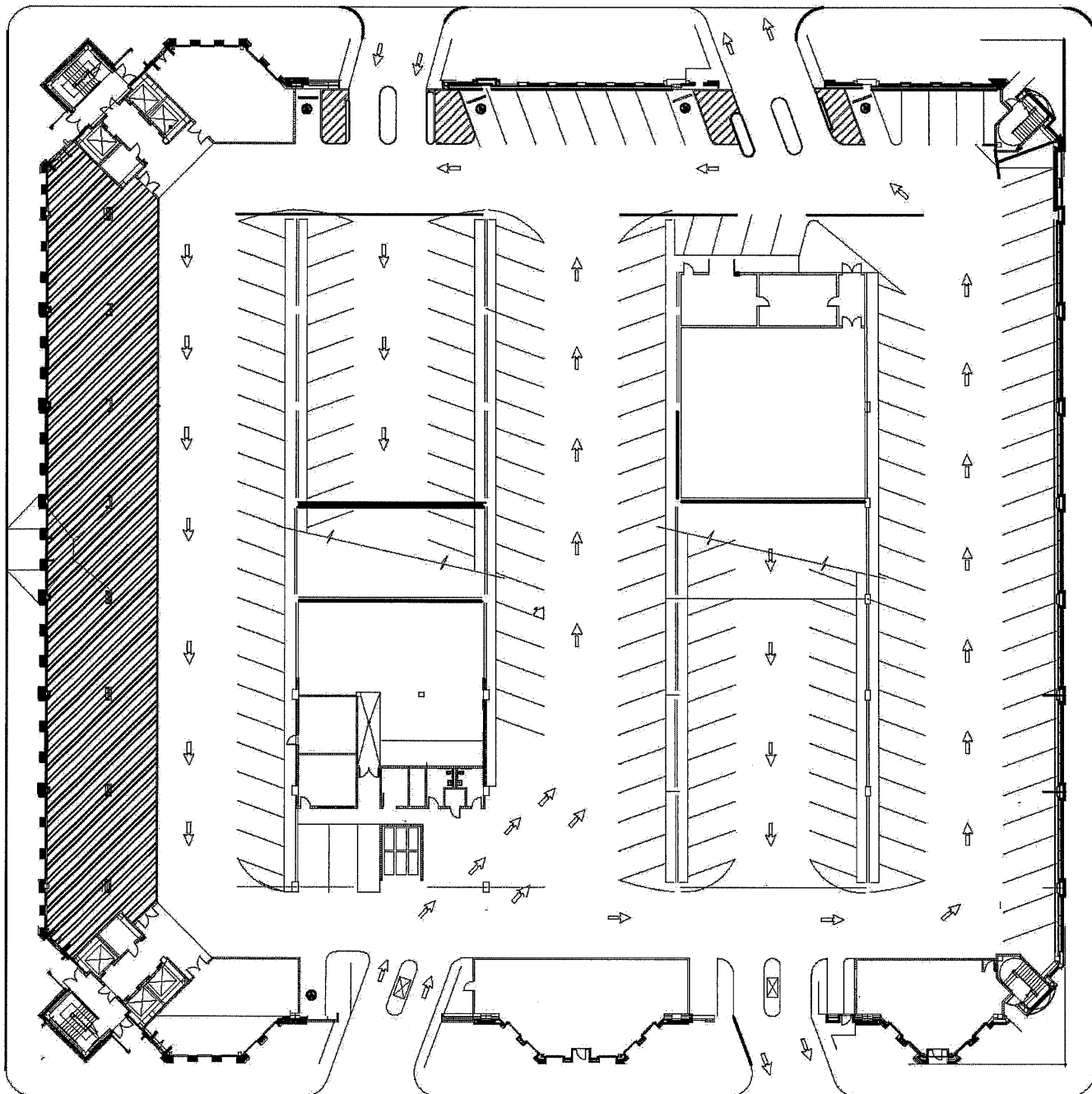
CLAIBORNE GARAGE
FLOOR 3 OF 4

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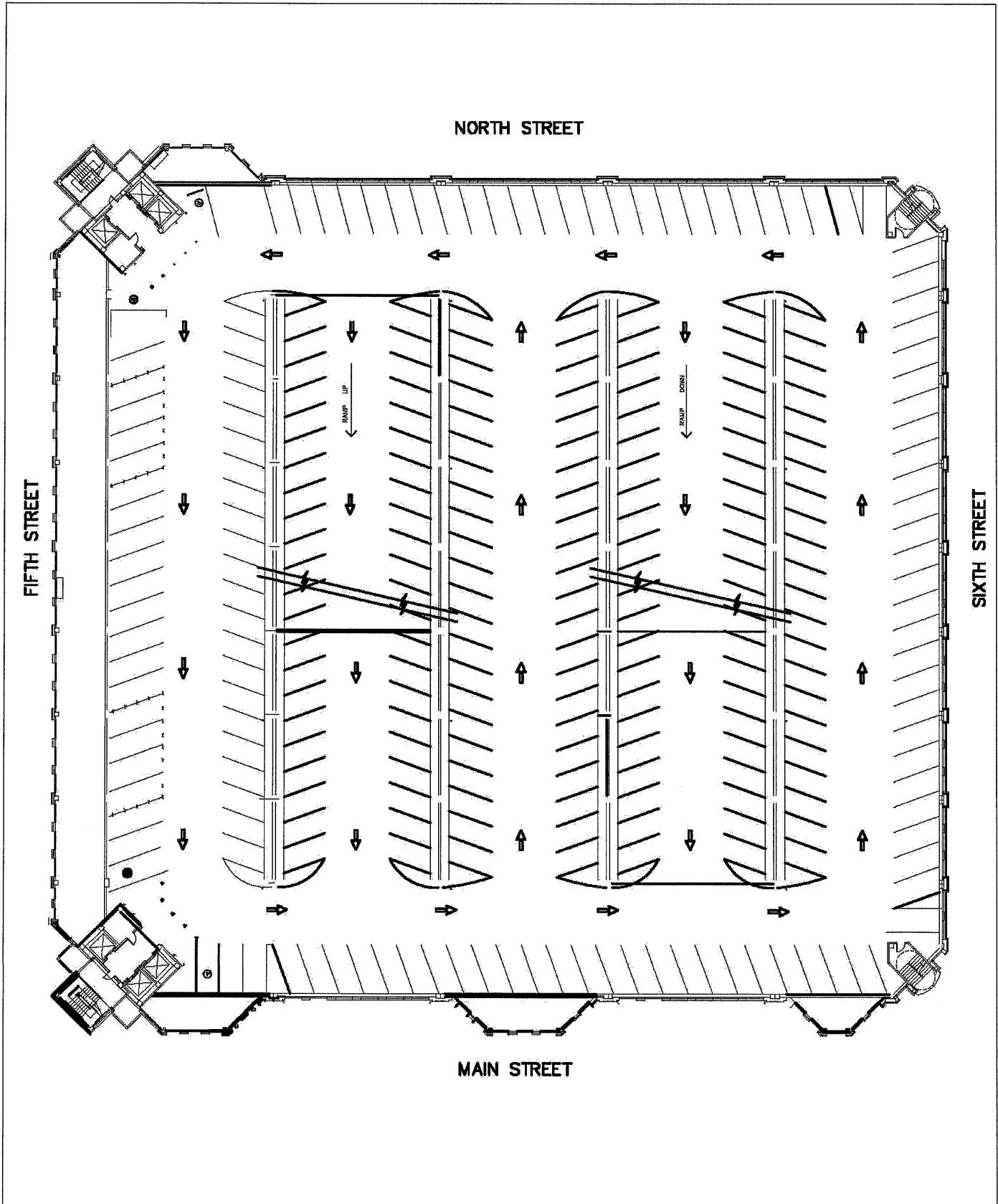
CLAIBORNE GARAGE
FLOOR 4 OF 4

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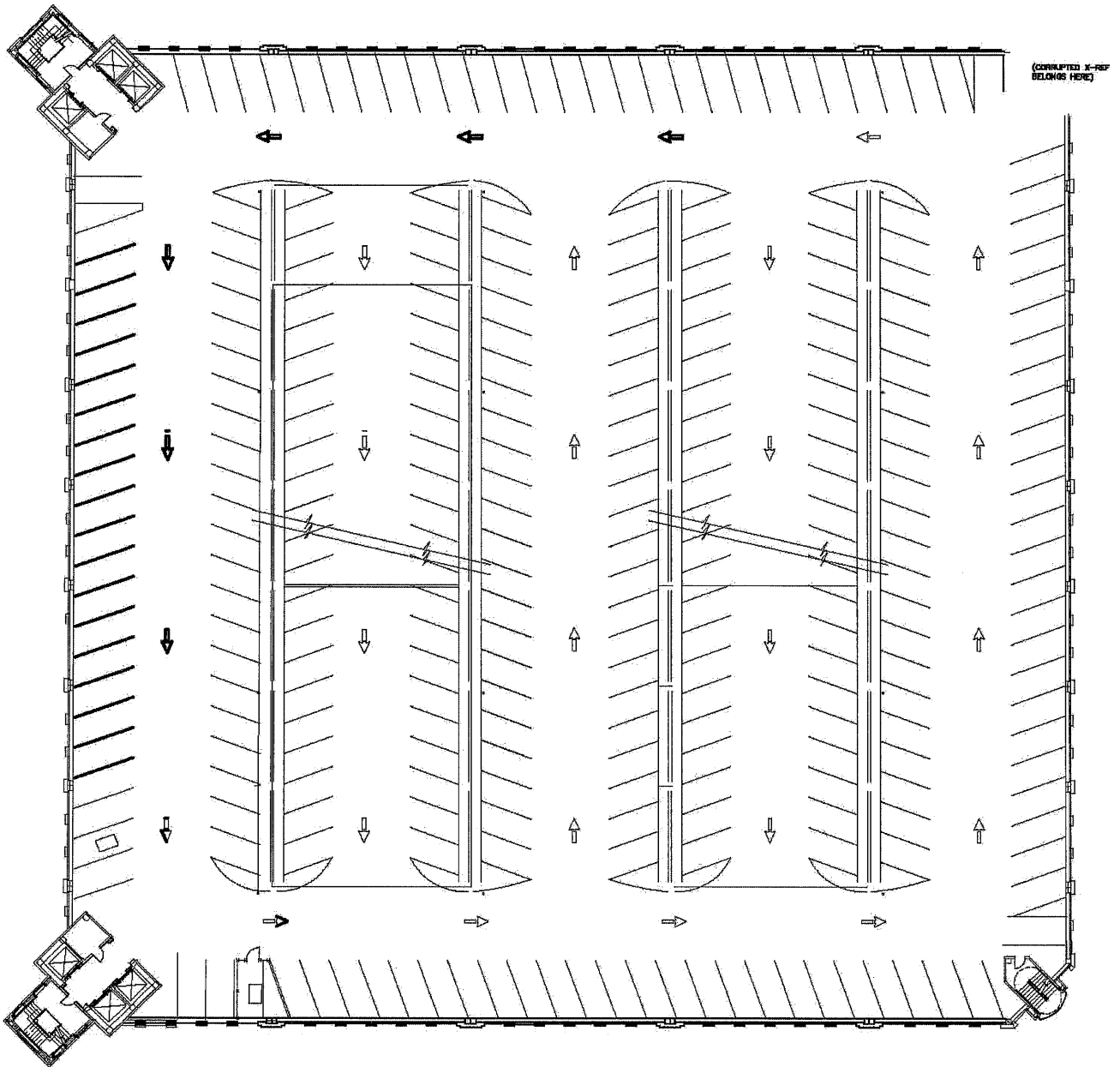
GALVEZ GARAGE
FLOOR 1 OF 7

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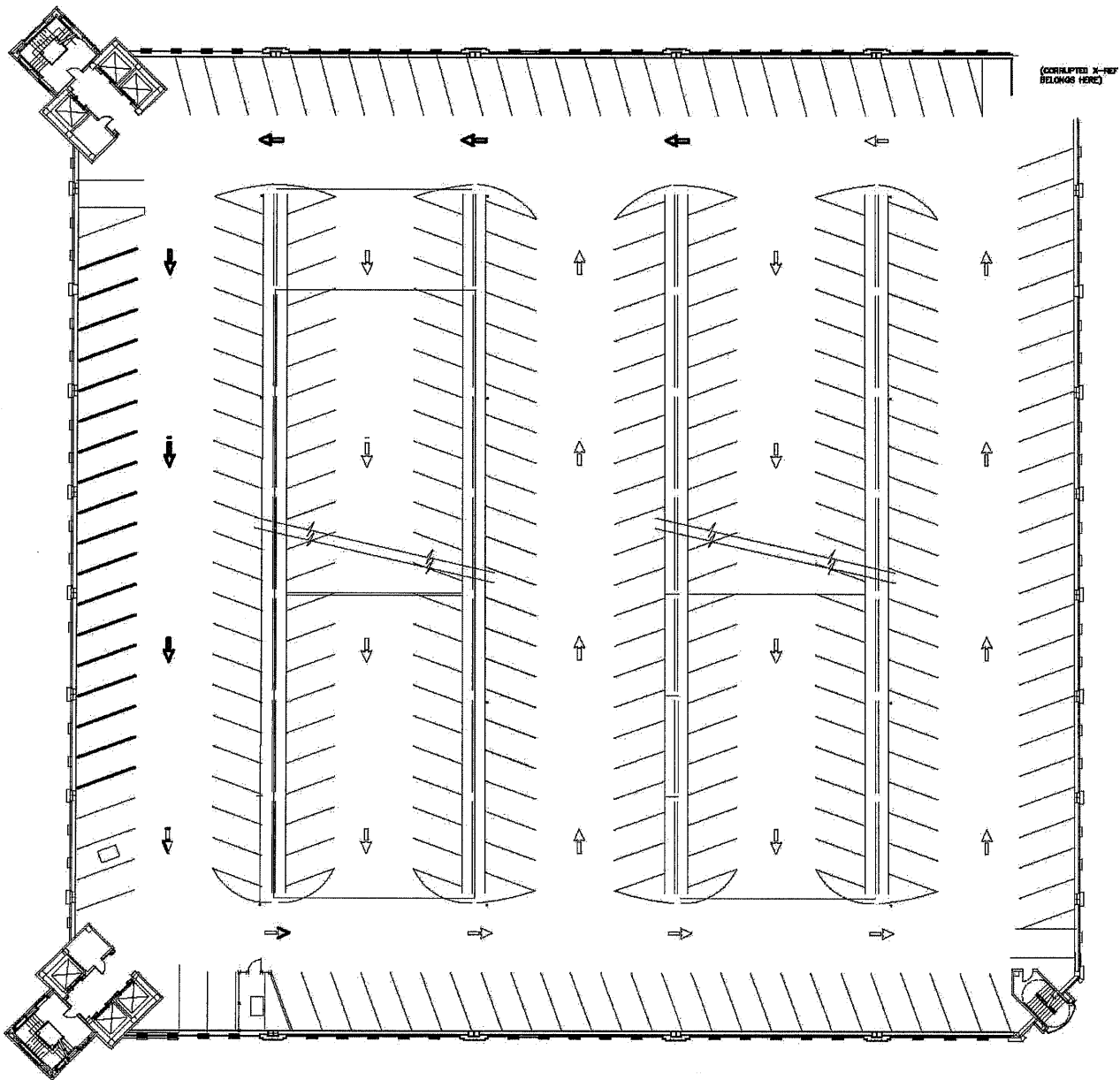
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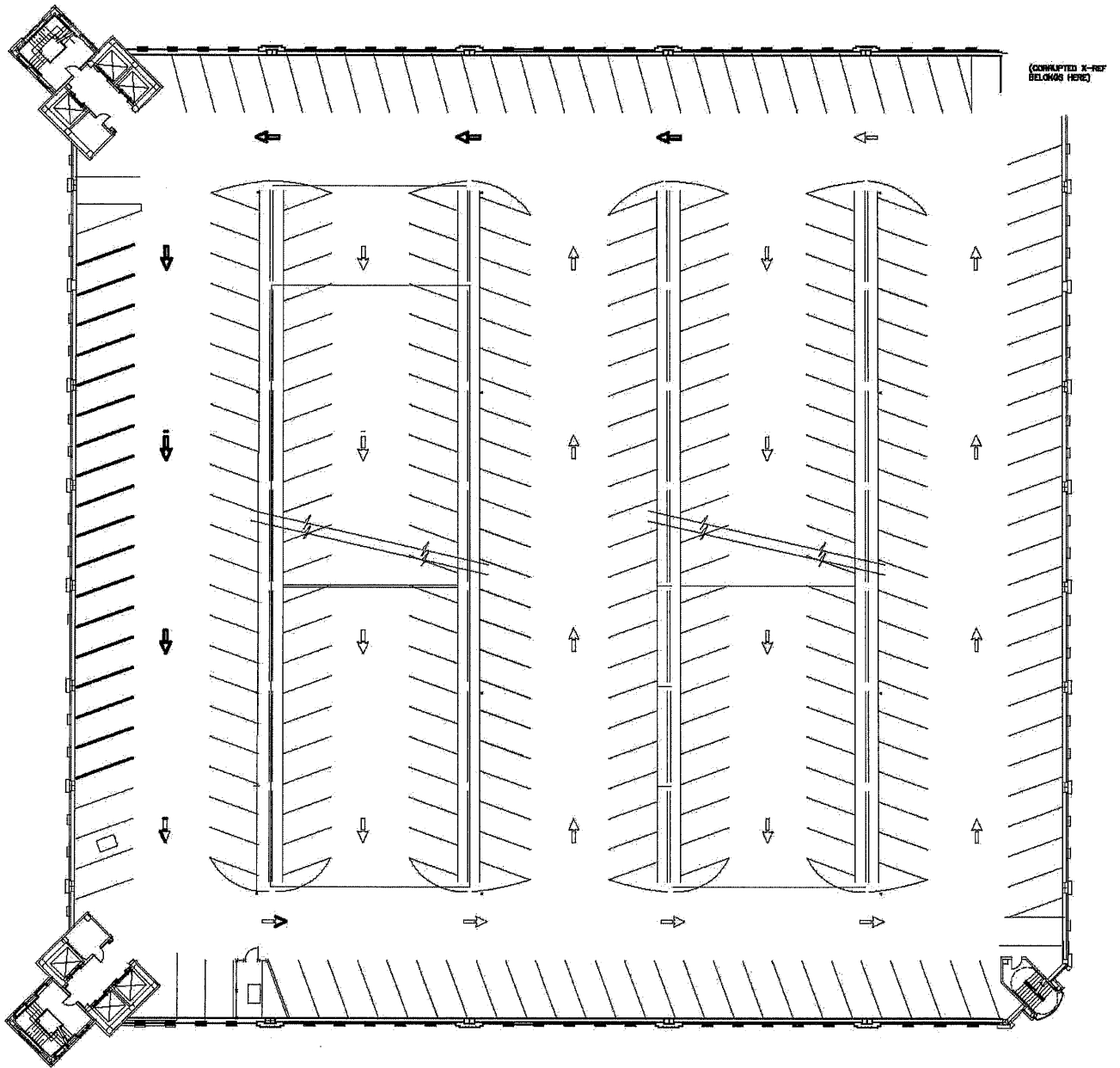
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FLOORS 3 OF 7

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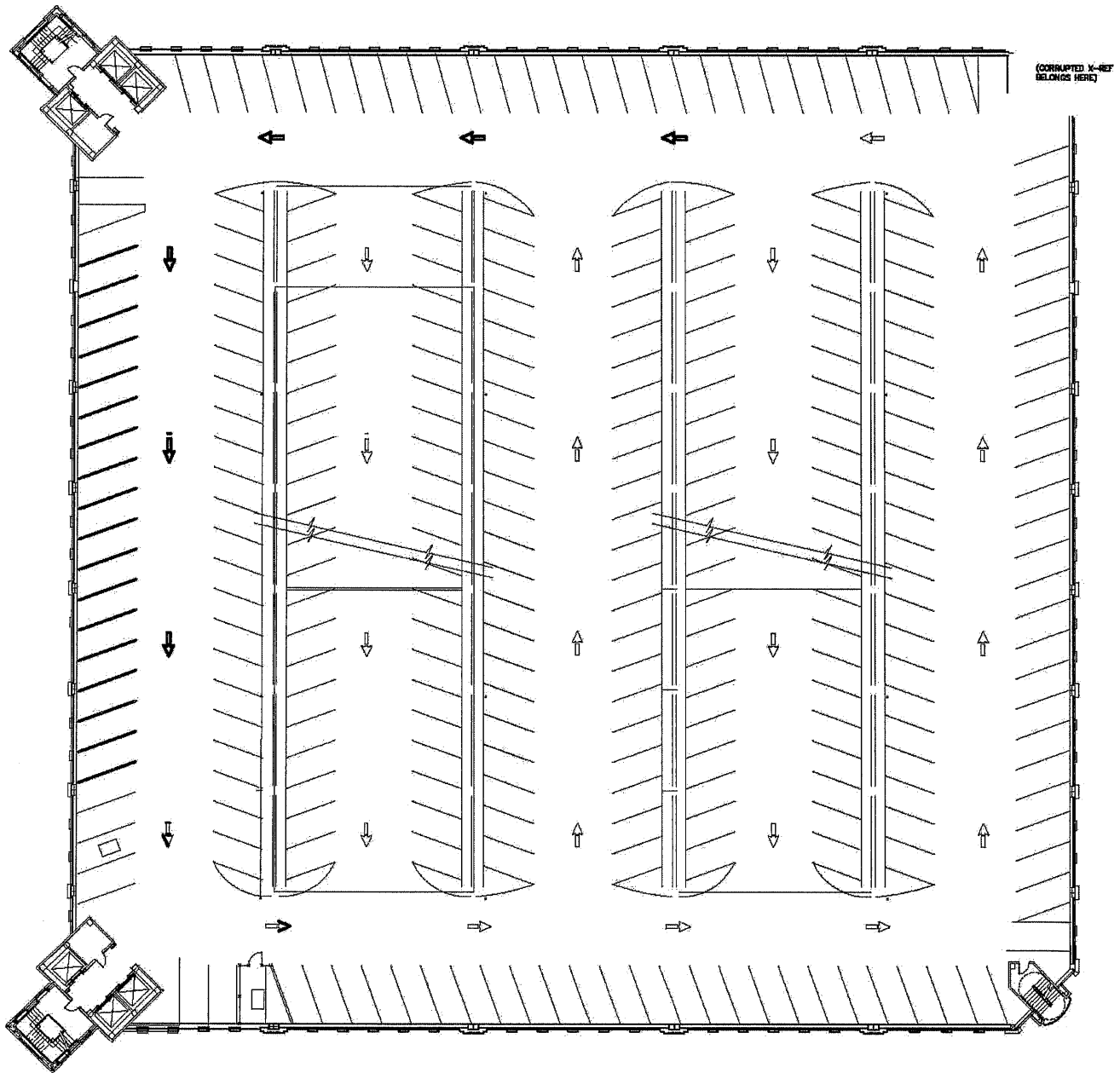
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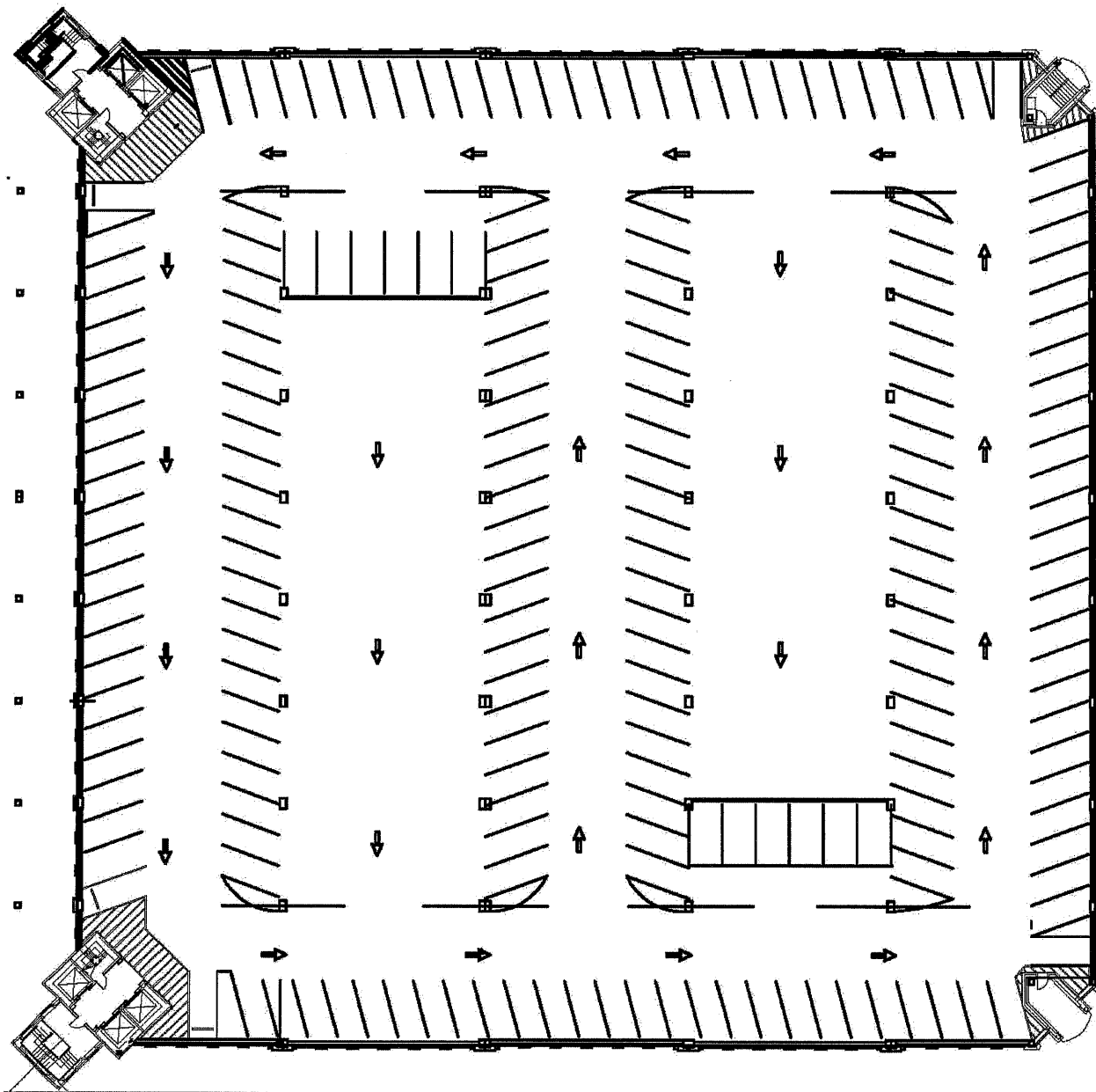
GALVEZ GARAGE
FLOORS 5 OF 7

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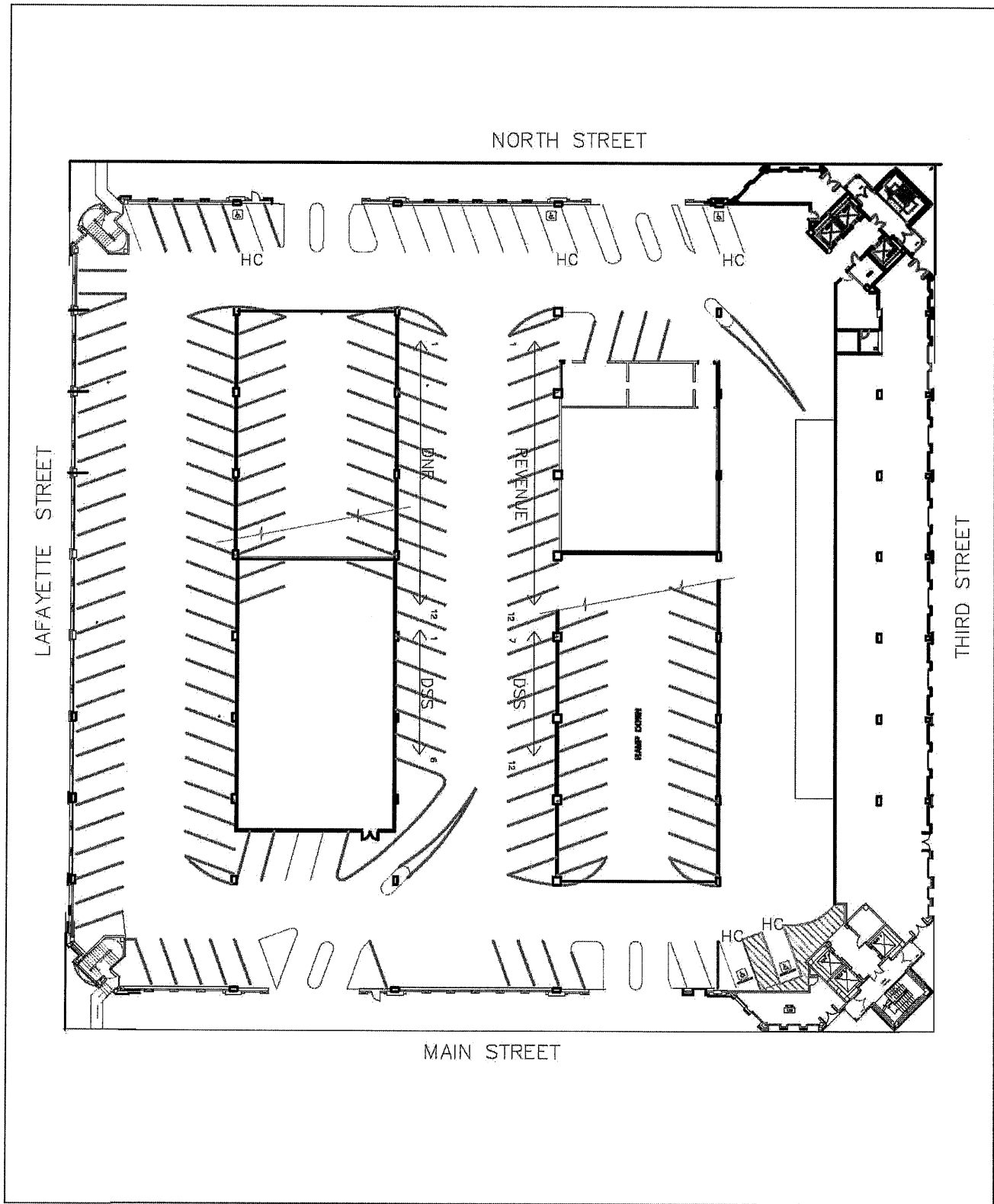
GALVEZ GARAGE
FLOORS 6 OF 7

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GALVEZ GARAGE
FLOOR 7 OF 7

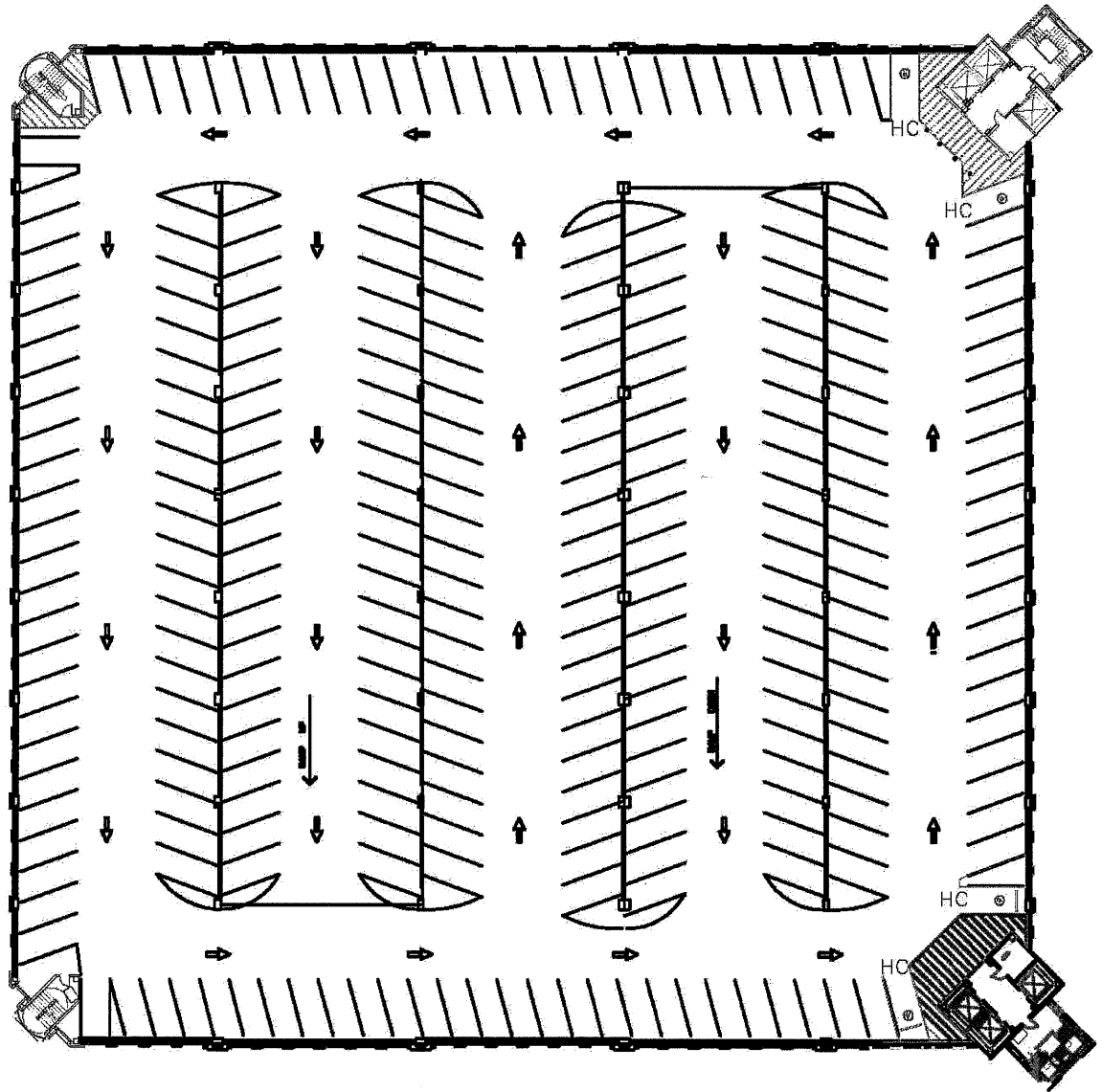
Office of State Buildings
P.O. Box 4801
1828 North Third St.
Baton Rouge, LA 70802-4801
(225) 219-4800



LaSalle Garage
FLOOR 1 OF 7

8/7/2006

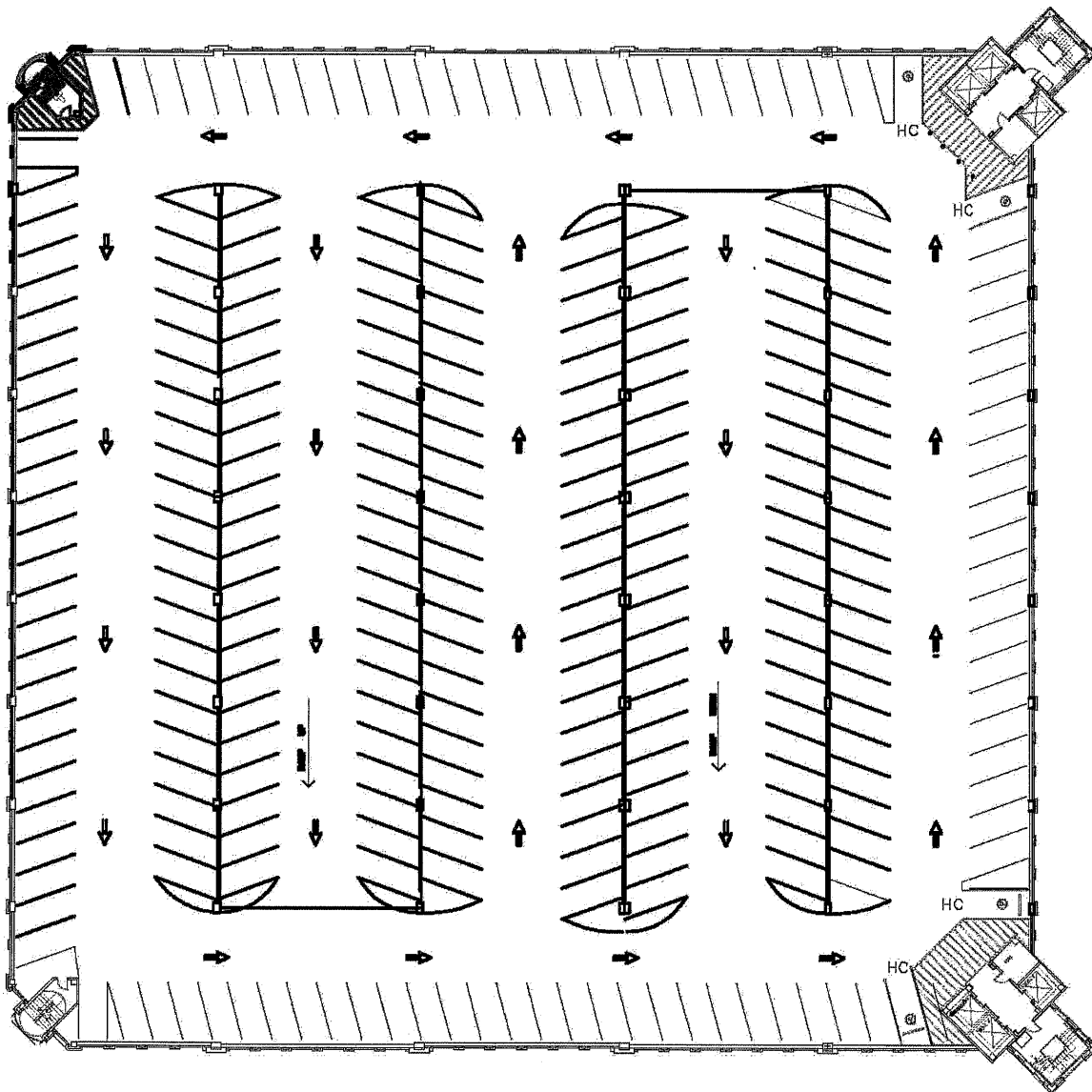
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Baton Rouge, LA 70804-4001
(225) 219-4800



LaSalle Garage
FLOOR 2 OF 7

8/7/2008

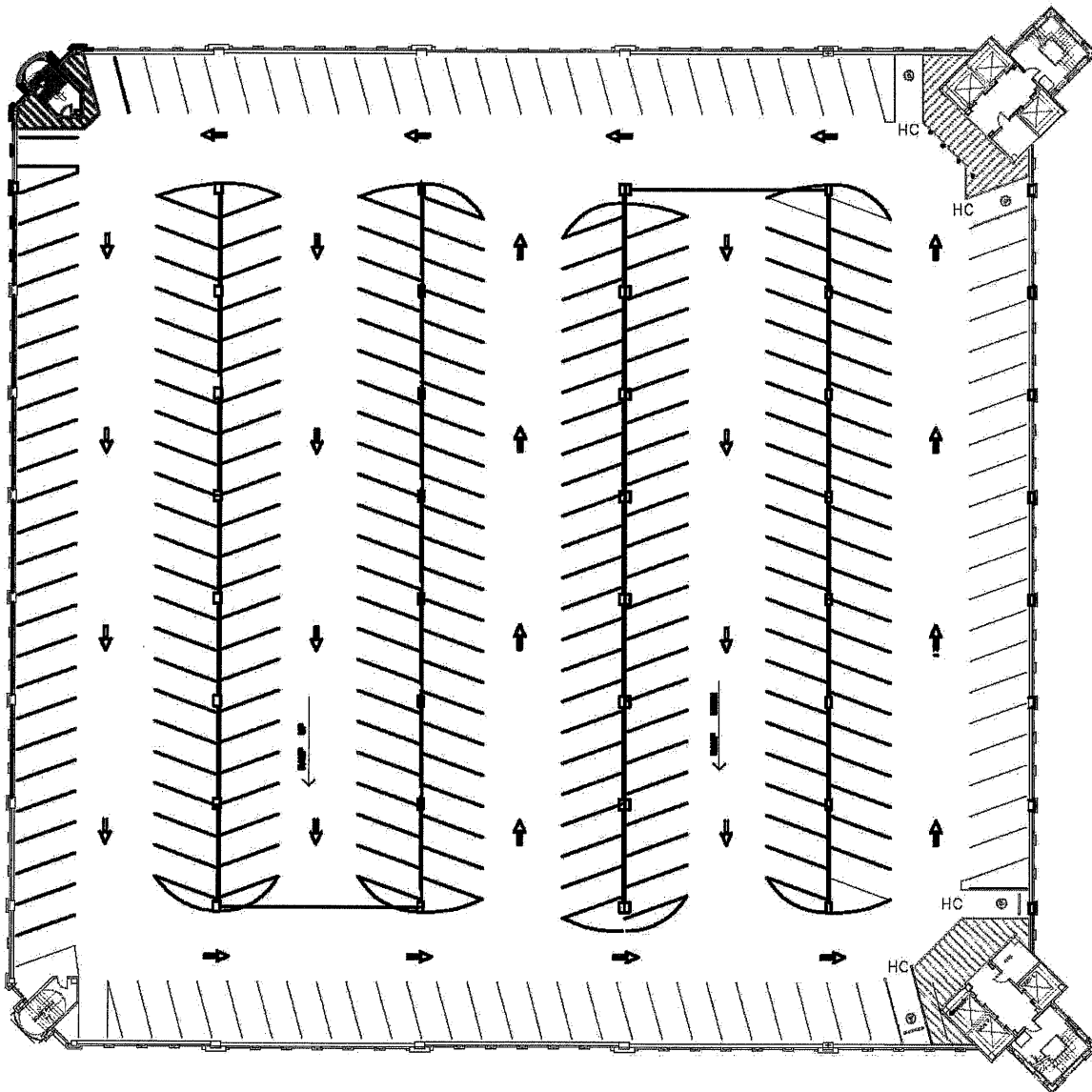
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LaSalle Garage
FLOOR 3 OF 7

8/7/2006

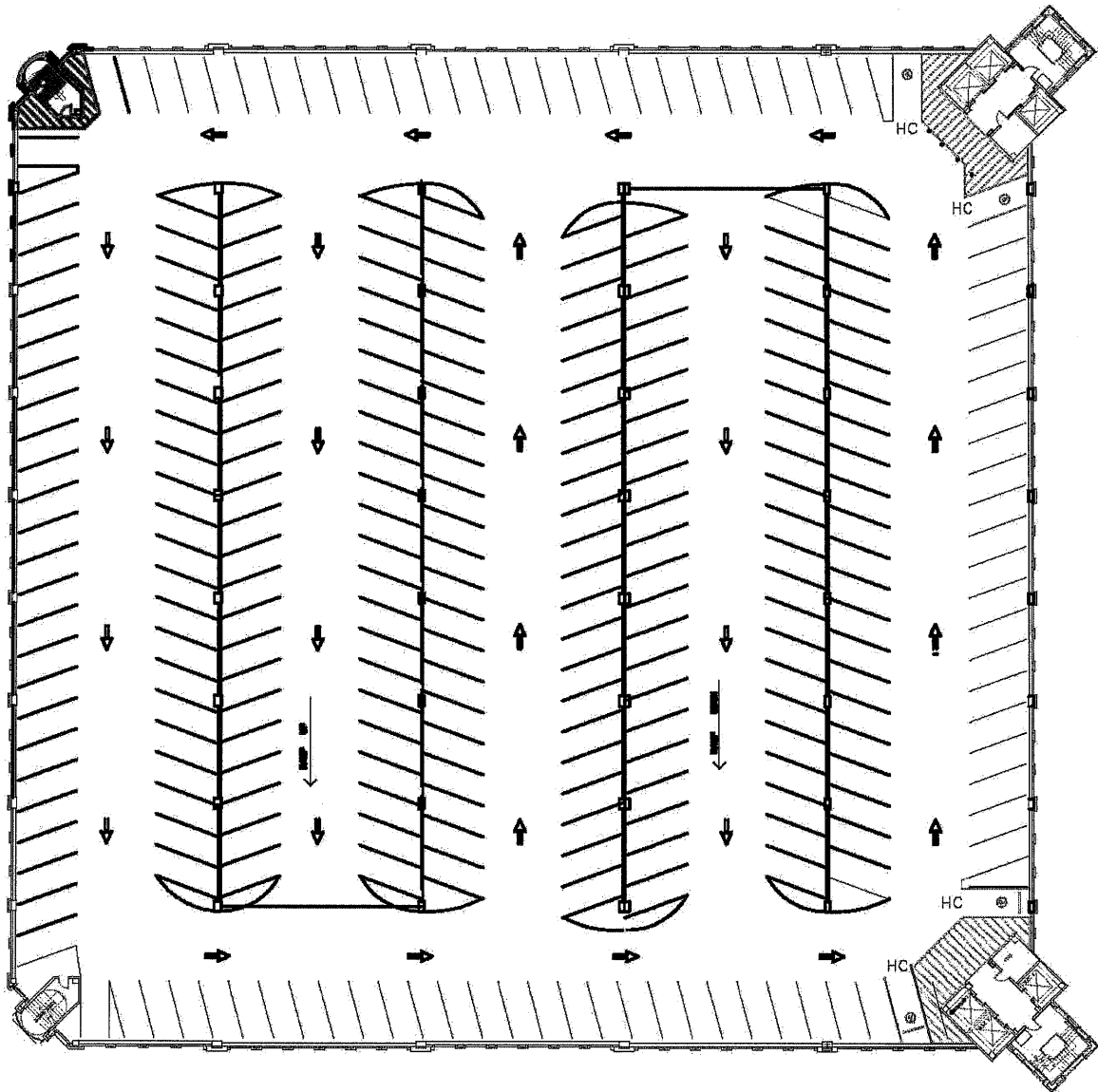
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LaSalle Garage
FLOOR 4 OF 7

8/7/2006

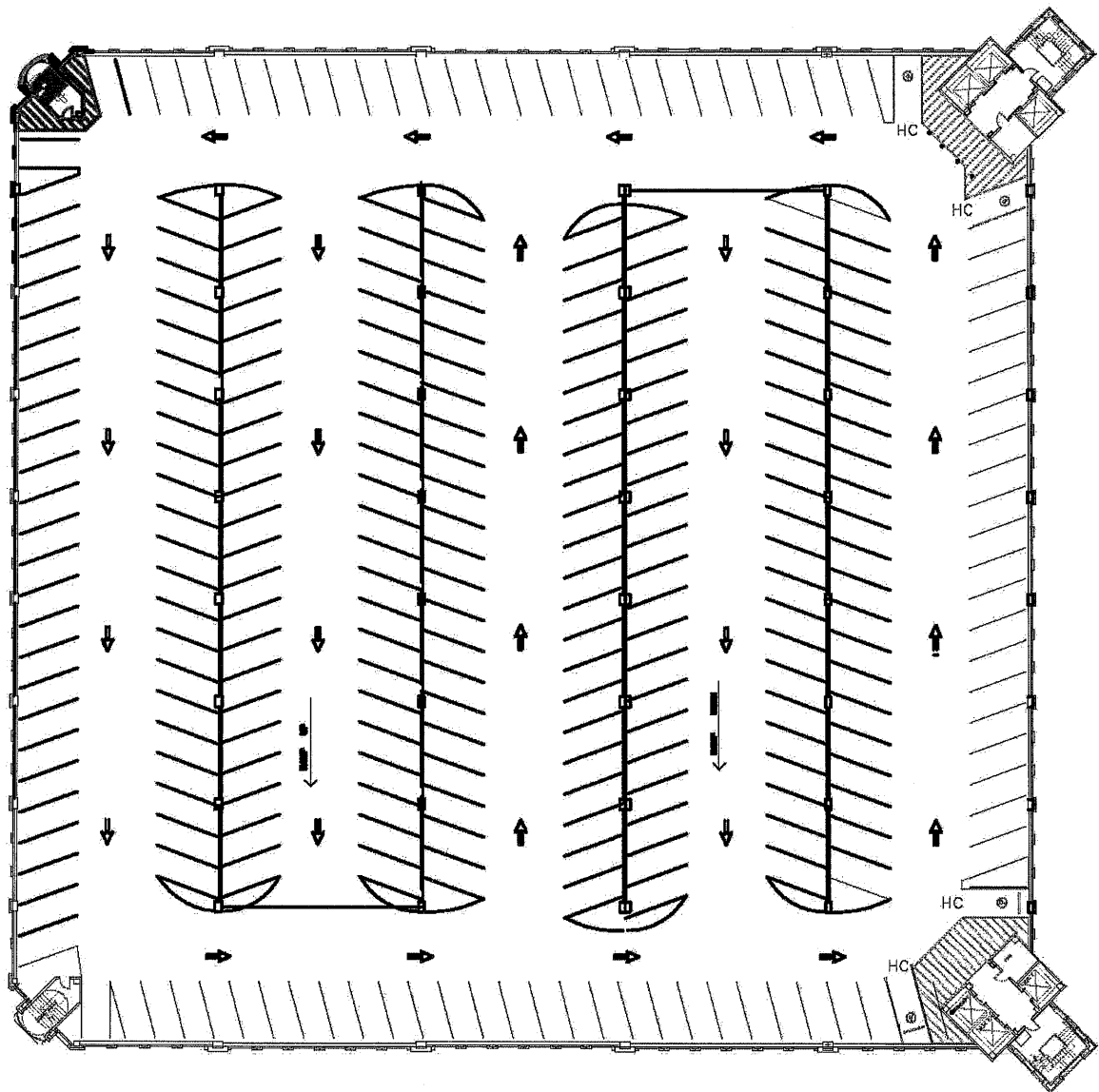
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LaSalle Garage
FLOOR 5 OF 7

8/7/2008

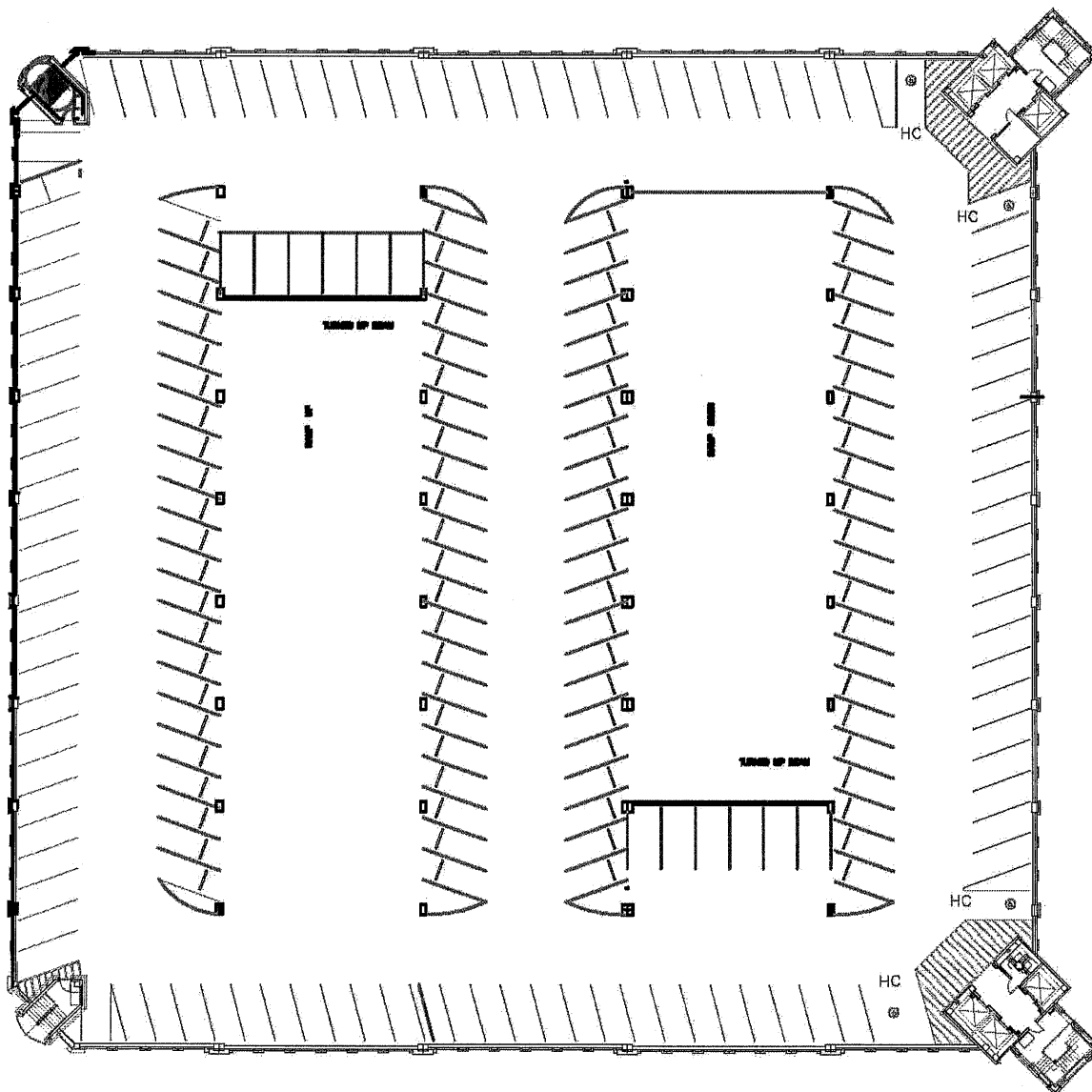
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LaSalle Garage
FLOOR 6 OF 7

8/7/2006

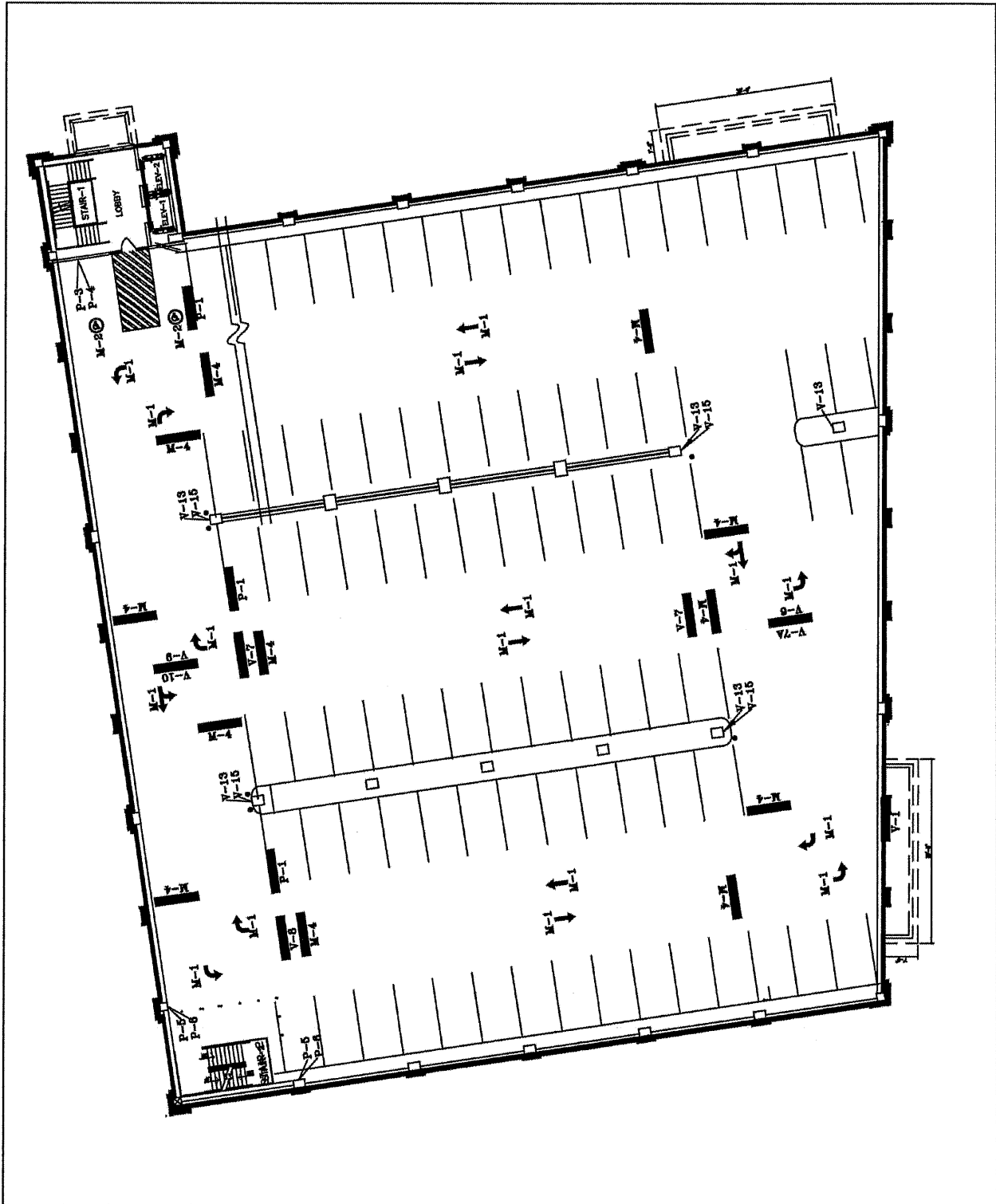
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LaSalle Garage
FLOOR 7 OF 7

8/7/2006

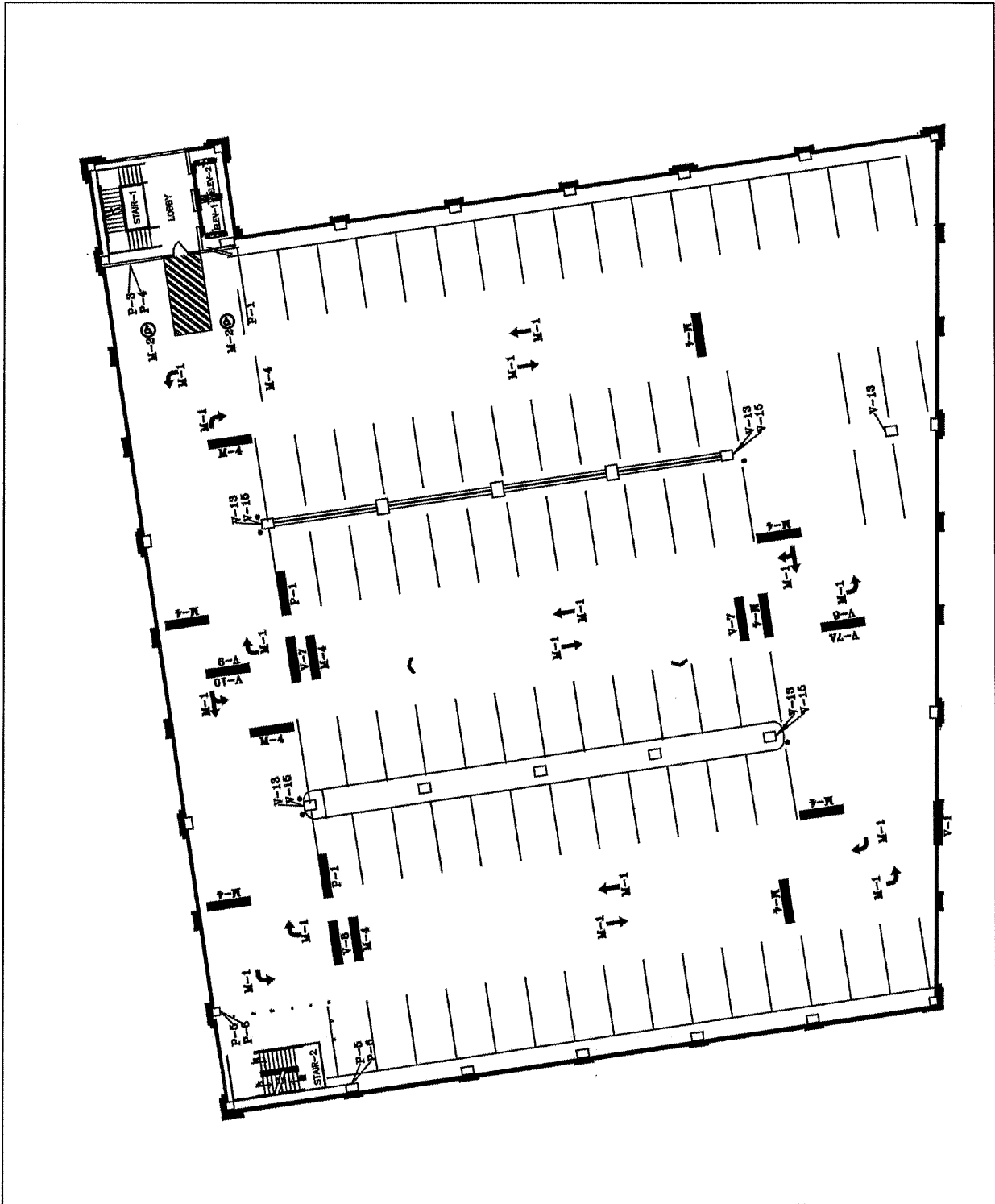
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Welcome Center Garage
Floor 2 of 5

10/14/2008

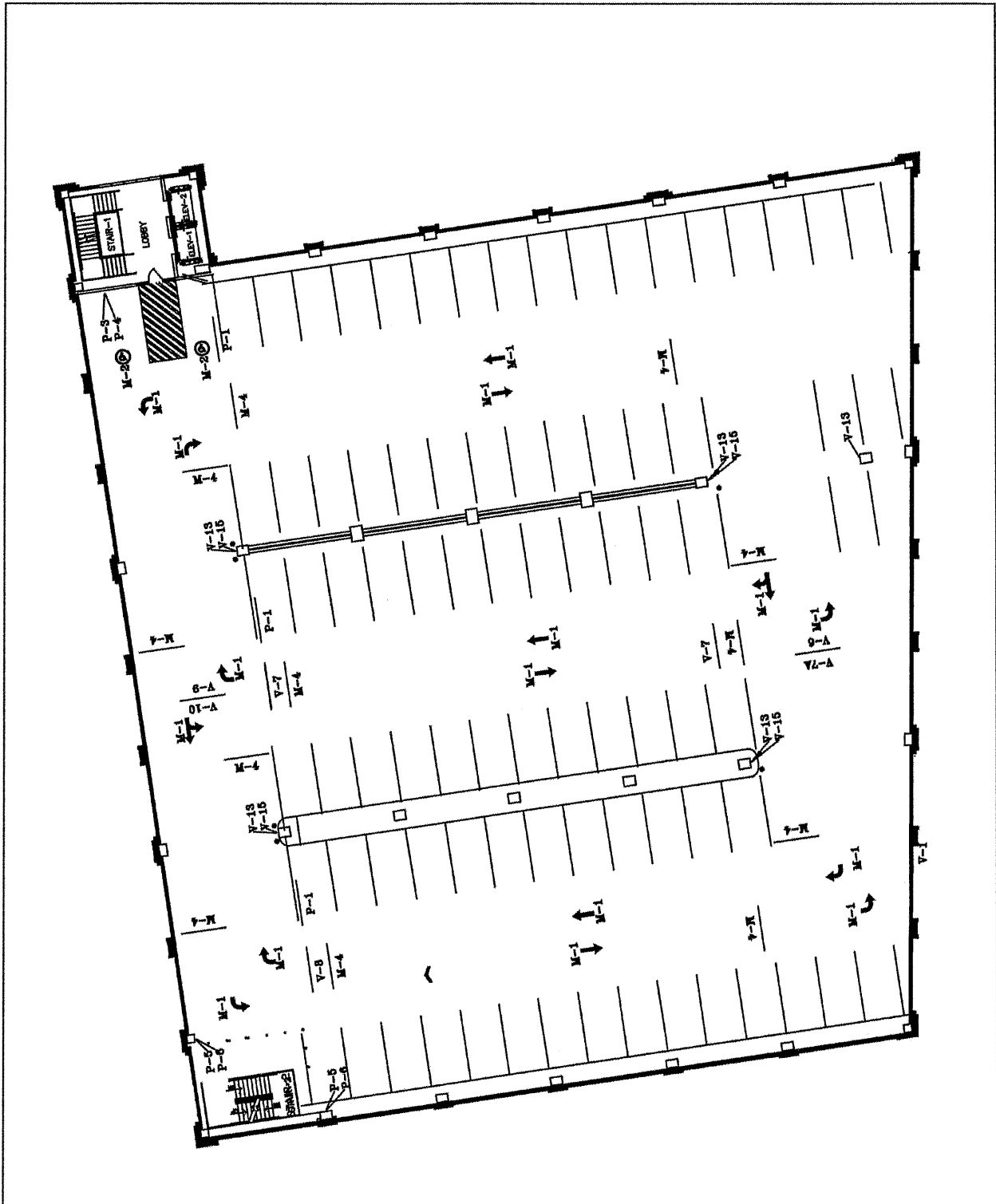
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Welcome Center Garage
Floor 3 of 5

10/14/2008

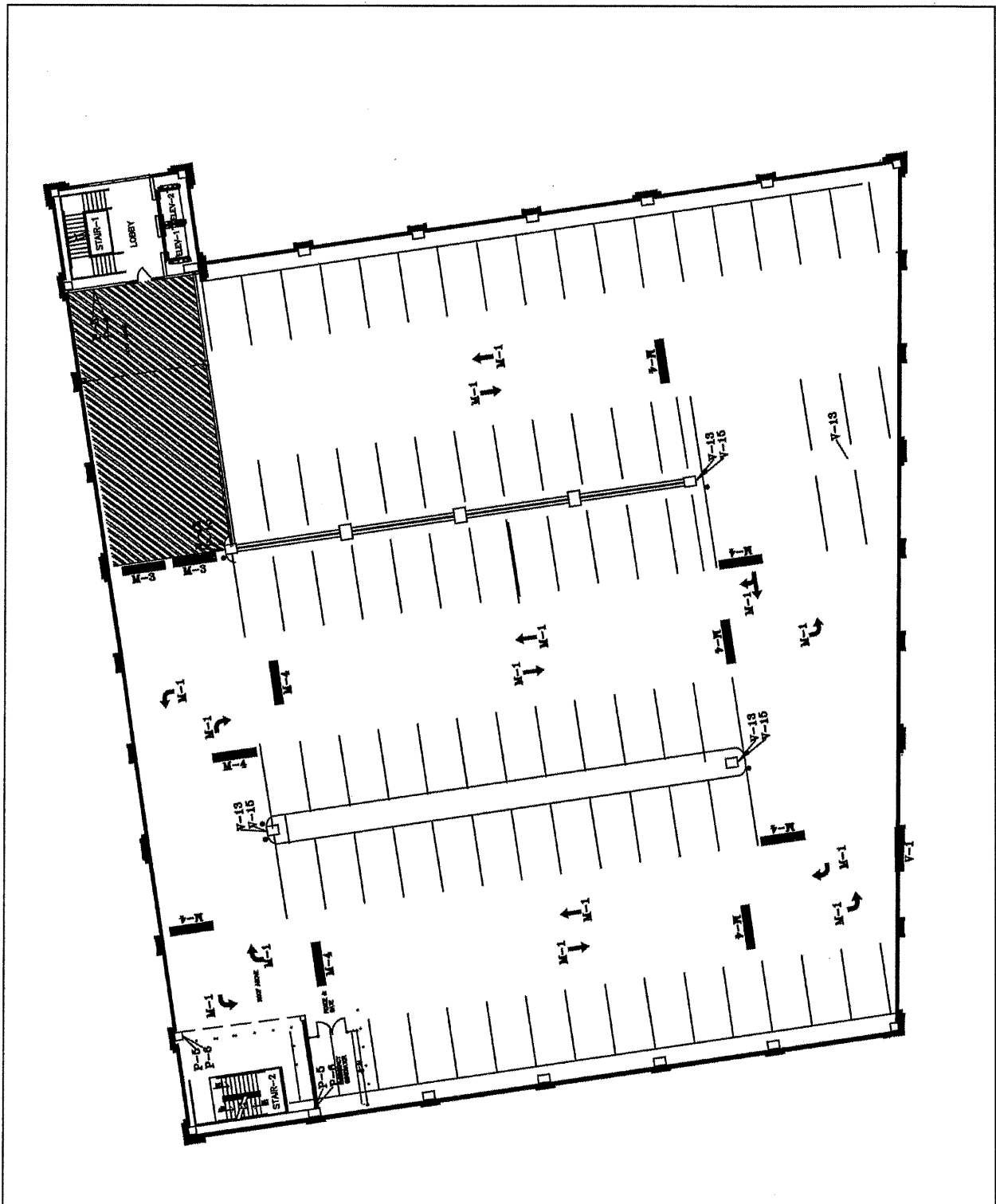
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Welcome Center Garage
Floor 4 of 5

10/14/2008

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Welcome Center Garage
Floor 5 of 5

10/14/2008

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Exhibit "B"**Contractor Compensation/ Contract Term / Pricing Schedule**

The Contractor agrees to operate the Capitol Park Parking Facilities for the following annual management fee. (Proposer to include this completed page as part of final proposal.)

NAME OF PARKING MANAGEMENT COMPANY:

LaSalle Garage	Base Annual Fee	Special Event Fee	Special Services / Hourly Rate
A) (Contract to begin on January 1, 2027 thru December 31, 2030)	\$	\$	\$ / hour
Renewable Option Year 1 January 1, 2031 thru December 31, 2031	\$	\$	\$ / hour
Renewable Option Year 2 January 1, 2032 thru December 30, 2032	\$	\$	\$ / hour

Galvez Garage	Base Annual Fee	Special Event Fee	Special Services / Hourly Rate
A) (Contract to begin on January 1, 2027 thru December 31, 2030)	\$	\$	\$ / hour
Renewable Option Year 1 January 1, 2031 thru December 31, 2031	\$	\$	\$ / hour
Renewable Option Year 2 January 1, 2032 thru December 30, 2032	\$	\$	\$ / hour

Claiborne Garage	Base Annual Fee	Special Event Fee	Special Services / Hourly Rate
A) (Contract to begin on January 1, 2027 thru December 31, 2030)	\$	\$	\$ / hour
Renewable Option Year 1 January 1, 2031 thru December 31, 2031	\$	\$	\$ / hour
Renewable Option Year 2 January 1, 2032 thru December 30, 2032	\$	\$	\$ / hour

Welcome Center Garage	Base Annual Fee	Special Event Fee	Special Services / Hourly Rate
A) (Contract to begin on January 1, 2027 thru December 31, 2030)	\$	\$	\$ / hour
Renewable Option Year 1 January 1, 2031 thru December 31, 2031	\$	\$	\$ / hour
Renewable Option Year 2 January 1, 2032 thru December 30, 2032	\$	\$	\$ / hour

EXHIBIT "C"

ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

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

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

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 is available at <https://www.doa.la.gov/doa/osrap/vendor-information/>

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	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

OFC OF LOUISIANA**CONTRACT FOR PROFESSIONAL SERVICES**

Be it known, that on this 1st day of _____, the *Office of Facilities Corporation* (hereinafter sometimes referred to as "OFC") and _____, _____ (Address) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services**Contractor hereby agrees to furnish the following services:**

Parking Management Services
 LaSalle, Galvez, and Claiborne Parking Garages
 Baton Rouge, Louisiana
 OFC ID No.S12798, S13103, S13442, S14179
 Site Code: 2-17-025, S-17-025, S-17-025, S-17-107

As per the request for proposal dated _____, which is attached hereto and made a part thereof.

Payment Terms

In consideration of the services described above, OFC hereby agrees to pay the Contractor a maximum fee of \$_____.

Initial Year (2027-2028) - \$_____, \$_____ per month
 Year 2 (2028-2029) - \$_____, \$_____ per month
 Year 3 Optional (2029-2030) - \$_____, \$_____ per month
 Year 4 Optional (2030-2031) - \$_____, \$_____ per month
 Year 5 Optional (2031-2032) - \$_____, \$_____ per month

In addition to the monthly fees other events will be charged accordingly: Additional Compensation for Special Services (up to 3 events per year per facility) are at the rate of \$__ a day = \$___ per year or \$_____ per contract period for each facility. Special Services/Hourly Rate will be paid at a rate of \$___ per hour for additional staff. Payment will be made only on approval of the Office Facilities Corporation (OFC).

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Termination for Cause

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

under Louisiana law to terminate for cause upon the failure of the OFC to comply with the terms and conditions of this contract; provided that the Contractor shall give the OFC written notice specifying the OFC's failure and a reasonable opportunity for the OFC to cure the defect.

Termination for Convenience

The OFC may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

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

Nonassignability

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

Auditors

It is hereby agreed that the Legislative Auditor of the OFC of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on *January 01, 2027* and shall terminate on *January 30, 2032*.

Fiscal Funding

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

Discrimination Clause

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 this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of _____, 2027.

WITNESSES SIGNATURES:

OFC AGENCY SIGNATURE:

By: _____

Title: President, Office of Facilities Corporation

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Title: _____

INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

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 \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. 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.

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The

coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. 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.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

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.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given 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.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. 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.
- d. 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.

D. 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 a 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 as required in the contract.

E. 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 thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement 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 such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. 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.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.