REQUEST FOR PROPOSALS

"Records Management Support"

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

RFP No: 3000002111

Proposal Due Date/Time: October 28, 2013/3:00 p.m. CST

Issue Date: September 27, 2013

REQUEST FOR PROPOSALS

"Records Management Support"
Louisiana Department of Environmental Quality

TABLE OF CONTENTS

Page

PART I. ADMINISTRATIVE INFORMATION 1
1.1 Request for Proposals (RFP) 1
1.2 Contract Term and Compensation 1
1.3 Proposal Preparation 1
1.4 Questions and Answers 1
1.5 Submission of Proposals 2
1.6 Changes, Addendum, or Withdrawal of Proposals 3
1.7 RFP Schedule Summary 3
1.8 Definitions 3
PART II. GENERAL INFORMATION 4
2.1 Corporation Requirements 4
2.2 Code of Ethics for State Employees 4
2.3 Insurance Requirements 4
2.4 Proposal Costs 4
2.5 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs 4
PART III. PROPOSAL PREPARATION INSTRUCTIONS 7
3.1 Proposal Content 7
3.2 Elements for Technical Proposal (Volume I) 7
3.2.1 Proposal Cover Sheet 7
3.2.2 Table of Contents 7
3.2.3 Scope of Services 7
3.2.4 Personnel Qualifications and Experience 8
3.2.5 Company Qualifications and Experience 9
3.2.6 Subcontractors 10
3.2.7 Price Proposal (Schedule of Prices) 10
3.3 Elements for Financial Information (Volume II) 10
3.4 Proposal Format 11
3.5 Use and Disclosure of Confidential Information 11
PART IV. PROPOSAL EVALUATION AND SELECTION 12
4.1 Evaluation Process 12

4.2 Evaluation Criteria 12
4.3 Price Evaluation Calculation 13
4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points) 14
4.5 Clarifications and Oral Presentations 14
4.6 Determination of Responsibility 14
4.7 Contract Award and Debriefings 15
4.8 Protest of the Solicitation or Award 15
4.9 Right to Prohibit Award 16

Appendices to this RFP:

Appendix A ..... Proposal Cover Sheet
Appendix B ..... Experience Table
Appendix C ..... Sample Contract
Appendix D ..... Veterans/Hudson Initiative Programs Proposal Table

Attachments to this RFP:

Attachment 1 ..... Statement of Work
Attachment 2 ..... Schedule of Prices I and II Forms
Attachment 3 ..... Forms
Form A ..... Monitoring Report
Form B ..... LaVet-SE-HI Invoice Reporting
Form C ..... LDEQ Work Order Form

Exhibits to this RFP:

Exhibit A ..... Records Storage Locations

REQUEST FOR PROPOSALS

"Records Management Support"
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

The Louisiana Department of Natural Resources (LDNR) is issuing this RFP on behalf of the Louisiana Department of Environmental Quality. All questions or proposals related to this RFP should be submitted to LDNR as required in Sections 1.4 and 1.5 of this RFP. The contract resulting from this RFP will be between the selected proposer and LDEQ.

1.1 Request for Proposals (RFP)

The Louisiana Department of Environmental Quality, hereinafter referred to as "LDEQ", requires the services of a well-qualified contractor to provide assistance with active and inactive records management, policy development, training, technology support, and scanning/imaging support. The goal is to provide compliance with federal and state law and applicable standards. The LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately February 1, 2014 and ending approximately January 31, 2015, with the option to renew annually up to 2 additional years (not to exceed a total of 36 months). Compensation for contract services will be based on the Schedule of Prices I and II (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. The LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract amount, using the unit prices established in Attachment 2, Schedule of Prices I and II. This contract and any amendments require the approval of the Division of Administration, Office of Contractual Review.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Louisiana Department of Natural Resources, (LDNR) Procurement Division no later than 3:00 p.m. local time on or**

before October 11, 2013. Do not contact other LDEQ or LDNR personnel with questions regarding this RFP.

Questions may be mailed to:

Sharon Schexnayder
Procurement Division
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, LA 70804-9396

or submitted by e-mail to: dnrprocurement@la.gov

Questions will also be accepted by FAX at (225) 342-8700.

Responses to these questions can be accessed by going to www.deq.louisiana.gov/RFP. Additionally, Questions and Answers will also be posted to LaPAC http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm as an addendum to the RFP. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should be submitted to the Louisiana Department of Natural Resources (LDNR), Procurement Division, **no later than 3:00 p.m. local time on or before October 28, 2013. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Procurement Division
Louisiana Department of Natural Resources
LaSalle Building
617 N. Third Street, Ste. 1271
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the Department of Natural Resources headquarters building. Therefore, Proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. The LDNR will not acknowledge by mail or telephone timely receipt of proposals.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received by the LDNR prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any Proposer choosing to withdraw its proposal must submit a written withdrawal request to the LDNR.

1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in the LDEQ's RFP process; however, the LDEQ reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	9/27/2013	
Deadline for the LDNR receipt of written questions from prospective Proposers	10/11/2013	3:00 p.m.
Proposal due date and time	10/28/2013	3:00 p.m.
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately 12/2/2013	
Estimated initiation of the contract period	Approximately 2/1/2014	

1.8 Definitions

Shall, Will, Must: Denote a mandatory requirement

Should, Can, May: Denote a preference, not a mandatory requirement

PART II. GENERAL INFORMATION

2.1 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a Certificate of Authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. The Certificate of Authority must be provided prior to contracting with the LDEQ.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Louisiana Secretary of State's office before contracting with state government. The Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

2.2 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25.

2.3 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27.) Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by the LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins.

2.4 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the LDEQ and will not be returned.

2.5 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

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 state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  -the number of certified small entrepreneurships to be utilized
  -the experience and qualifications of the certified small entrepreneurship(s)
  -the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), **the Proposer shall complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table. Reserved points will be allocated according to the information provided by the proposer, not by what could be inferred.**

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. See Attachment 3, Form B

The statutes (R.S 39:2171 *et. seq.)* concerning the Veteran Initiative may be viewed at http://legis.la.gov/lss/lss.asp?doc=671504; and the statutes (R.S 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed http:/legis.la.gov/lss/lss.asp?doc=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 http://www.doa.louisiana.gov/osp/se/se.htm.

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.louisianaforward.com/index_2.asp. 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 may be

accessed from the State of Louisiana Procurement and Contract (LaPAC) Network http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.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. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the Proposer's ability to meet the requirements of the RFP. The Proposer should demonstrate his understanding of the LDEQ's requirements. Each Proposer is solely responsible for the accuracy and completeness of his proposal.

3.2 Elements for Technical Proposal (Volume I)

Each Proposer should address the elements described by this section in his Technical Proposal in the order listed.

3.2.1 Proposal Cover Sheet

Each Proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

Each Proposer should include a paginated Table of Contents to facilitate locating proposal information.

3.2.3 Scope of Services

Each Proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The Proposer's Scope of Services should be presented in as much detail as judged necessary by the Proposer. An unsupported statement that the Proposer will comply with all the requirements of this solicitation shall not be acceptable.

Each Proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

The Proposer should describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with the LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

The Proposer should provide the following information

Provide a project-specific organizational chart identifying the **Proposer's key personnel and key subcontractor personnel** proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

The Proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

The Proposer should describe the proposed approach to the performance of the technical tasks described in Attachment 1, (SOW). The Proposer should include a description of deliverables to be received by the LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, Statement of Work, Section 5.0 Minimum Qualifications of the Contractor's Personnel, for key management personnel and supervisory personnel. The LDEQ will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

The Proposer should describe the qualifications and experience of **all key personnel** designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The Proposer should include résumés (**key personnel only**) showing each assigned individual's education, registrations, accomplishments, and experience.

3.2.5 Company Qualifications and Experience

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include compliance with federal and state law and applicable standards for records management; active and inactive records management; and policy development and audit. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the LDEQ may be considered by the LDEQ for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken by his company during the past three (3) years from the proposal submittal date. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The Proposer's experience information should be submitted in the tabular format provided in Appendix B, Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the Proposer should provide:

(1) the name and address of the client (sponsoring agency or company);

(2) the name, telephone number, and email address of the client's contact person;

(3) the project title and contract number;

(4) the starting and ending dates of the project (contract term);

(5) the total dollar amount of the project; and

(6) a brief description of the project.

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the LDEQ will contact a representative sample of the listed clients as references during the evaluation process, Proposers should verify that all client contact information and telephone numbers are current.

3.2.6 Subcontractors

All subcontractors proposed for use by the Proposer for this project should be identified on Appendix A, Proposal Cover Sheet. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the proposer shall complete and include in their proposal all documentation as described in Section 2.5 of this RFP.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the LDEQ's pricing structure provided in Attachment 2, Schedule of Prices I and II. No other format shall be acceptable. **Proposals not including a Schedule of Prices I and II shall be disqualified.** Additionally, all blanks on Schedule of Prices I and II must be completed. For items with no charge, "$0" must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the LDNR prior to proposal submission. The LDNR will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

The rates provided by the Proposer on Schedule of Prices I and II must include all direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general, and administrative costs), travel expenses associated with each line, and profit.

Only Attachment 2, Schedule of Prices I and II will be considered in evaluating the price proposal. The Proposer is advised to not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.6), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit

- Letter of intent to obtain a 100% Performance Bond

If a performance bond is required, the successful Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. 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 percent 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 percent 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 percent 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 selected Proposer may be required to provide additional information as requested by the LDNR.

3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the LDEQ records obtained in response to this RFP shall be available to the public. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the LDEQ will determine if the information requires confidentiality.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of the LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by the LDNR and shall not be evaluated by the Selection Committee:

(1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and

(2) a Schedule of Prices I and II (Part III, Section 3.2.7).

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The scores will be compiled using Table 2. Evaluation Criteria. The responsible and qualified Proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the LDEQ or his designee and the Division of Administration, Office of Contractual Review. The Secretary of the LDEQ or his designee is the only individual who can legally commit the LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Division of Administration, Office of Contractual Review.

4.2 Evaluation Criteria

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Table 2. Evaluation Criteria

CRITERIA	MAXIMUM SCORE
1. Merit of the Proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	**10**
2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	**25**
3. Qualifications and relevant experience of the Proposer in providing support services for records management and imaging (Part III, Sections 3.2.5 and 3.2.6).	**30**
4. Price (Part III, Section 3.2.7).	**25**
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	**10**
TOTAL SCORE	**100**

4.3 Price Evaluation Calculation

To compare proposers' rates, the LDEQ will calculate a Proposal Evaluation Price for each proposal by:

(a) taking the total price in Schedule of Prices I;
(b) adding all unit rates in Schedule of Prices II to get a total price for Schedule of Prices II; and
(c) adding the total of Schedule of Prices I and the total of Schedule of Prices II to obtain a Proposal Evaluation Price.

This calculation will be used for evaluation purposes only and does not reflect anticipated work.

The proposal with the lowest evaluation price derived from this calculation will receive the maximum possible points. All other proposals will be rated using the following formula:

$$25 \times \frac{\text{Lowest Evaluation Price}}{\text{Evaluation Price of proposal being rated}} = \text{Proposal price points}$$

4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  -the number of certified small entrepreneurships to be utilized
  -the experience and qualifications of the certified small entrepreneurship(s)
  -the anticipated earnings to accrue to the certified small entrepreneurship(s)

4.5 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing the LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all Proposers may be requested to make oral presentations of their proposals to enhance the LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the LDNR's Procurement Division on or before November 12, 2013. Presentations will be made by the selected Proposers on November 19, 2013, at a time assigned by the LDNR.

In the event oral presentations are requested, Proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

4.6 Determination of Responsibility

Determination of the Proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The LDEQ is prohibited from awarding any contract for consulting services for $50,000 or more to any person or firm unless the LDEQ has

first determined that such person or firm is responsible according to the standards described in this section. The LDEQ 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;
   (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The LDNR reserves the right to request additional information to satisfy financial status review requirements.

(2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and

(3) is able to comply with the proposed or required time of delivery or performance schedule; and

(4) has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and

(5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.7 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the LDNR estimates that the contract will be awarded by approximately December 2, 2013, and will issue a "Notification of Award" letter to the successful Proposer. Unsuccessful Proposers will also be notified of the LDEQ's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812, or by e-mail at sharon.schexnayder@la.gov.

4.8 Protest of the Solicitation or Award

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

4.9 Right to Prohibit Award

In accordance with the provisions of 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 five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

APPENDIX A
PROPOSAL COVER SHEET

Project Title: "Records Management Support"

Proposer: Company Name:_____

Company Address: _____

Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) ___
If "Yes", is your Veteran / Hudson Initiative certification attached? (Y/N) ___

Proposer's Contact Person:

Name:_____ Title: _____

Address:_____

Email Address: _____

Telephone No. (_____) _____ FAX No. (_____) _____

Subcontractors (add lines as necessary):

Name	Written commitment attached (Y/N)	Veteran/Hudson Initiative* certification attached (Y/N)

***See Section 2.5 of the RFP for more information on what must be submitted with your proposal**

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from the proposal due date.

2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.

3. I will be ready and able to begin work within fifteen (15) days after contract award.

4. I accept the mandatory Department of Environmental Quality contract provisions (Appendix C).

5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

6. Proposer certifies, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

_____ _____
Signature Date

APPENDIX B
EXPERIENCE TABLE

"Records Management Support"
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person, Telephone Number and email address	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

APPENDIX C
SAMPLE CONSULTING CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2013, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. _____ hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **"Records Management Support"** with the Purchase Order Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this Purchase Order Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from February 1, 2014 through January 31, 2015. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Statement of Work attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of Contractual Review and participation in a Commencement Conference to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of $0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices I and II. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices I and II. Payment shall be made upon receipt of a monthly progress report and for the hours worked on each work order issued and accepted and approved by the Project Manager. Progress payments may be made at the discretion of the Department's Project Manager.

The rates for each line in Attachment 2, Schedule of Prices I and II shall include all associated direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs

(fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work 7.0 Measurement and Payment in the steps listed below:

(1) The Contractor should submit an original and one (1) copy of an invoice monthly for work performed during the preceding month, within ten (10) working days of the end of that month, upon completion of each task However, for any services completed by June 30th, the Contractor shall submit the invoice to the Department by July 10th.

(2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality
Financial Services Division
Accounts Payable
P.O. Box 4303
Baton Rouge, LA 70821-4303

or submit electronically to DEQAccountsPayable@la.gov

Each invoice must include:

(a) the Purchase Order number;

(b) the name and address of the Contractor;

(c) a list of hours completed for each Work Order issued and the Work Order number and title;

(d) the amount requested per Work Order;

(e) the total amount requested; and

(f) the balance remaining in the contract.

(3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

(4) The Contractor shall attach a copy of the Attachment 3, Form B LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Management and Finance/Division.

6. 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.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the

Contractor shall also bear the expenses caused by that interference.

10. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without the prior written consent of the Department. 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 Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The Department 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 Department 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 Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

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

17. ANTIDISCRIMINATION

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, 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.

18. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting

from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is no conflict or violation of the Louisiana Code of Ethics.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. CONTRACTOR'S INSURANCE

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

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.

(4) **Professional Liability**
Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000.00. Claims-made coverage is acceptable.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. 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 Department, 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 Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department 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 Department, 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 Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(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 Department. 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 Department 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 Department, 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 Department 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 Department before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: Purchase Order # 3000002111

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department 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 Department, 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. **Renewal of Insurance**

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this

contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **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 Department reserves the right to request copies of subcontractor's Certificates at any time.

h. **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.

i. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

28. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the 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. For a list of Veteran-Owned businesses go to https://smallbiz.louisianaforward.com/CertifiedVET_List.asp. For a list of Service Connected Disabled Veteran-Owned go to https://smallbiz.louisianaforward.com/CertifiedSD_VET_List.asp

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

29. 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 substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department 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.

30. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

31. AMENDMENTS

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of Contractual Review. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

_____

DEPARTMENT OF ENVIRONMENTAL QUALITY:

_____

Vince Sagnibene
Undersecretary
Office of Management and Finance

WITNESS:

_____

CONTRACTOR:

_____

Company Name

APPENDIX D

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Proposal Table

(see Sections 2.5 and 4.4 of the RFP)

"Records Management Support"
(Enlarge or duplicate table as necessary)

Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor	Dollar Value of Subcontract Anticipated Earnings to Accrue to the Subcontractor	Experience and Qualifications of Subcontractor	Description of Work Subcontractor will Perform

ATTACHMENT 1
STATEMENT OF WORK

"Records Management Support"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The mission of the Louisiana Department of Environmental Quality, hereinafter referred to as "the Department", is to provide service to the people of Louisiana through comprehensive environmental protection in order to promote and protect health, safety and welfare while considering sound policies regarding employment and economic development. The Records Management section supports the Department by providing for the continued access, security, and integrity of agency records in accordance with the law. The Department meets or exceeds the requirements outlined in the *Louisiana Public Records Act*, and we are committed to the continuous analysis and improvement of our records management program. In order to maintain and further develop its records management program the Department requires contractor services for ongoing support. Focus areas include: compliance with federal and state law and applicable standards; active and inactive records management; policy development; training; and scanning / imaging operations. The Contractor will provide skilled professional and paraprofessional personnel to assist the Department's Records Management staff, and will provide sufficient training to enable selected staff to assume the Contractor's responsibilities.

1.1 Goals and Objectives

The goal of this contract is to provide compliance with federal and state law and applicable standards. The objectives to be achieved through this contract in order to attain this goal include:

(1) active and inactive records management;

(2) policy development;

(3) training; and

(4) scanning / imaging support.

2.0 BACKGROUND

In 1998, the Department began a project to gain control of agency documents by implementing an ambitious backfile scanning project. Early efforts focused on managing file rooms and scanning their contents into an electronic system. The Electronic Document Management System (EDMS) currently uses OnBase software to manage an Oracle database containing the Department's Agency Interest (AI) files. The OnBase system is integrated with the agency's primary databases including TEMPO (Tools for Environmental Management and Protection Organizations), the central component of the Integrated Data Management System (IDMS). The

AI files contain environmental documentation and data regarding facilities, people, and organizations that are of regulatory interest to the Department. The EDMS System is also interfaced to various other systems within the Department such as our Emissions Inventory System (ERIC) and our Discharge Monitoring Report System (EPA's NetDMR), etc. There also is a component that allows for uploading of any document electronically from agency internal users via our eDOCS system. It is likely that eDOCs usage will continue to increase within the Department. In addition, eDOCS is expected to expand as a result of increased usage of the Department's online permitting tools for industry.

As the initial project progressed, the Department realized that issues beyond document management must also be addressed. In 2000, the Department began to focus on the broader issues of records management. Additional focus was placed on access to public records and inactive records management. The Department has spent considerable effort developing policy and procedure, updating records retention schedules, and training. The Department's Customer Service Center function was added to the records management organization structure in 2005 as Records Management became an integrated part of the Department's Information Services Division. In 2012, the Department began using the OnBase software to manage Financial Services documents, which are not available to the public through the EDMS.

3.0 CONTRACTOR TASKS

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, professional development, and transportation) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by the Department (Section 7.0). Although the functions of the Customer Service Center are staffed by the Department's employees, the Contractor's personnel will be trained to provide support for the entire Records Management Unit, in the event that a need arises.

3.1 Commencement Conference

A Commencement Conference shall be held between the Contractor's key personnel and a Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5th Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference has been completed or waived.

3.2 Facilities Management

The Facilities Management requirements shall include, but shall not be limited to, all identified services in sections 3.2.1 through 3.2.6. The Contractor shall provide all of the resources, supplies, and personnel capable of managing these functions, unless otherwise stated below.

The Contractor shall be sufficiently proficient with the records management software owned by Department (such as OnBase, Kofax, etc.). Additionally, the Contractor shall be familiar with software utilized by the Records Management Unit (such as Hyland OnBase, Kofax Capture, Microsoft Office, Adobe Acrobat Professional, Microsoft Visual Studio, C#, VB (6 and .NET), O2 Solutions PDF4NET, Winnovative HTML to PDF Converter, and Daeja ViewOne).

All technology support will be provided by the Department of Natural Resources' (DNR) IT Division. The Contractor shall coordinate the appropriate use of technology for the Records Management Unit with DNR IT Division.

3.2.1 Manage Records in Compliance with Laws and Standards

Throughout the contract, the Contractor shall maintain an awareness of federal and state laws pertaining to records management, as well as ISO 15489 and relevant records management standards, and shall propose improvements required of the current records management program to support it in a compliant manner. The Contractor shall perform work as necessary to maintain compliance with federal and state law as well as records management standards.

3.2.2 Active Records

The Contractor shall coordinate all aspects of the active records function. The Contractor shall provide personnel capable of managing this function, performing document searches required for fulfillment of the Department's Public Records Requests and providing customer service to internal and external customers. Typical activities shall include, but shall not be limited to:

(1) providing research assistance in the area of Records Management policy. Research topics shall include evolving issues surrounding public records versus confidential, private, or security sensitive records, and other related subjects;

(2) implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information;

(3) coordinating all Public Records Requests and performing the day-to-day tasks involved with responding to requests in accordance with the Louisiana Public Records Act. The Contractor shall coordinate with the Department legal staff and divisional subject matter experts to fulfill public records requests in accordance with state law. The Department receives approximately one thousand three hundred (1300) public records requests per year;

(4) operating the Department's Public Records Center where visitors access computer workstations configured to search the Electronic Document Management System (EDMS). Contractor personnel shall provide personalized help with searching for records and/or completing public records requests and accepting payment for

copies. Contractor personnel shall be available to provide Public Records Center services Monday through Friday, 8:00 a.m. to 4:30 p.m. The Public Records Center serves approximately ten (10) visitors per month. The Department will provide supplies associated with the dissemination for public records (i.e., CDs);

(5) operating the Topic File Collection. Topic files are documents not associated with a particular facility. Documents shall include but shall not be limited to: Federal, State, Parish, and Municipal documents, reports from consultants and nonprofit agencies, University studies, and correspondence from companies. The Contractor shall pursue options for increasing awareness of and access to this collection. Some of the topic file materials have been imaged, while other materials exist only in hardcopy. The Contractor shall work with the Department Project Manager and other staff to determine which additional files to image. The Contractor shall ensure that imaged documents are accessible through the EDMS, OnBase, or other software;

(6) providing research assistance, and policy development and implementation in the area of e-mail records management; and

(7) providing transportation as needed for active records and/or personnel between the facilities listed on Exhibit A, Records Storage Locations.

The Department will provide supplies associated with storage of active records (i.e., binder clips, folders, boxes).

3.2.3 Inactive Records

The Contractor shall coordinate all aspects of the inactive records function. The Contractor shall provide personnel capable of managing this function, developing and implementing retention policies, and working with staff from other state agencies as well as service providers. Typical activities shall include, but shall not be limited to:

(1) providing research assistance in the area of Records Management policy. Research topics shall include records retention and destruction schedules, electronic record keeping, e-mail, and other related subjects;

(2) developing and implementing retention schedules for all Department records, regardless of format;

(3) determining an acceptable approach for applying retention and disposal schedules to all Department records, regardless of format;

(4) educating Department staff on retention policies;

(5) advising on storage formats and locations, and disposition options, that meet requirements in a cost efficient manner. Sample tasks shall include performing

research and cost analysis of various storage and disposition options or developing media migration plans;

(6) maintaining inventories of inactive records, both onsite and offsite, and ensuring adequate access to records;

(7) coordinating storage and special projects with service providers;

(8) facilitating disposal of records that have reached their retention period; and

(9) providing transportation as needed for inactive records and/or personnel between the facilities listed on Exhibit A, Records Storage Locations.

The Department will provide supplies associated with storage and disposal of inactive records (i.e., binder clips, folders, boxes).

3.2.4 Policy, Communications, and Training

The Contractor shall coordinate activities related to policy, communications, and training. The Contractor shall provide personnel capable of managing this function, developing and auditing policy, developing and conducting Records Management training, and improving internal and external communications between the Records Management Unit and its customers. Typical activities shall include, but shall not be limited to:

(1) assisting with the development of Records Management policy and procedures. The Contractor shall coordinate with Department subject matter experts and others to gather information necessary for the formulation of policy and procedure statements. This responsibility shall include undertaking research and writing activities involved in the development of new and existing policies and procedures. Policy and procedure documents will be developed in close conjunction with the Department Project Manager and submitted to appropriate Department staff for final approval;

(2) developing implementation plans and training materials for Records Management policy and procedures. The Contractor shall conduct training for the Department staff and the Department's customers as needed;

(3) auditing to determine compliance with approved policy and procedures. The Contractor shall provide written audit reports containing suggested corrective action to be taken; and

(4) improving communications between Records Management and internal and external customers. For example, internal communication may involve updating Intranet pages, forms and flyers, while external communication may involve Internet pages design, writing articles for the Department information outlets and developing PowerPoint presentations.

Contractor travel to regional offices for communications and training may be required for a records management event or at negotiated intervals. At the Department's request, the Contractor shall travel to these events.

3.2.5 Imaging Operations

The Contractor shall coordinate all aspects of the Imaging Operations function. The Contractor will provide Project Management support over Imaging Operations using on-site personnel, as well as the skilled personnel to accomplish the tasks listed below. In addition, the Contractor will provide sufficient training to enable selected staff to assume the Contractor's responsibilities in a smooth transition when its contract ends.

Typical Imaging Activities shall include, but shall not be limited to:

(1) preparing document for scanning;
(2) converting all paper documents to TIFF Group 4, including oversized documents (greater than 11"X 17");
(3) processing non-paper media;
(4) inputting indexing data;
(5) retrieving indexing data from bar-coded Submittal Sheets;
(6) performing quality control and quality assurance on images and indexed data;
(7) importing compatible file format images into OnBase and making viewable with the EDMS Viewer;
(8) de-prepping documents and forwarding to the Inactive Records Center;
(9) converting electronic documents;
(10) converting documents for one time import; and
(11) using and maintaining the necessary imaging applications for scanning, indexing, quality assurance/control, importation into OnBase.

3.2.5.1 Turnaround Time

Imaging Services shall be accomplished within a two business day turnaround time from document receipt to image committal. At the discretion of the Department Project Manager, this turnaround time can be increased for all or particular types of documents, if and when process improvements are made that require additional turnaround time. The Contractor shall meet these new turnaround time requirements. In addition, it is expected that a small number of documents will be received by Imaging Operations each week that require imaging/scanning upon receipt. The Contractor shall process these documents upon receipt. Though no break in imaging service shall be permitted, it is understood that in the event of an unusually high volume or the Department system failure, this turnaround time may be extended with prior approval from the Department. The Contractor may also be asked to search and retrieve documents that may have been imaged within 24 hours, as needed.

3.2.5.2 Hardware and Software

The Department will provide all necessary hardware (i.e. scanners, desktops, and servers) and software licenses for Imaging Services.

3.2.5.3 Quality Control and Timeliness Assurance

The Contractor shall scan, image, import and index all documents accurately. Audits will be conducted monthly by the Department. In the event that it is determined that document images or indexes are incorrect or that images are of poor quality, the Department will require the Contractor to provide appropriate corrective action. If it is determined necessary by the Department, the Contractor will audit the work undertaken during the month in question and report the findings to the Department Project Manager. The Contractor will work with the Department Project Manager to ensure that the errors are corrected in a timely manner. Corrective action will begin immediately after the errors are discovered. If the errors cannot be corrected within (1) business day, the Contractor will provide a written explanation as to the length of time it will take to make corrections. The Contractor will provide the Department daily updates as to the progress of the corrective action.

The Contractor shall keep track of the date a document was received and have its method approved by the Department. If it is determined that time between day forward document receipt and image committal to the EDMS is averaging more than two business days/month, the Contractor will work with the Department Project Manager to correct the problem.

3.2.6 Project Management Work Plan

Within 21 calendar days following the initial award of contract, the Contractor shall submit a Project Management Work Plan that shall include:

(1) the final methodology for performing all tasks required under this contract as indicated by RFP Part III, Section 3.2.3, (2) Performance of Project Tasks;

(2) a project schedule including the estimated time to complete each aspect of the project; and

(3) a schedule of project milestones.

The Project Management Work Plan must be based upon the Contractor's proposal as accepted by the Department and shall be subject to the Department review and approval. The Contractor shall update and maintain the Project Management Work Plan. Monthly updates shall be submitted to the Department with each Progress Report. Each project milestone will require sign-off by the Department Project Manager as completed. Any delays in completion of project milestones and the impact on the project will be reviewed by and resolved with the Department Project Manager. The Department Project Manager

will be available for meetings at Department Headquarters or via remote conference after the initial award of contract.

3.3 Other Activities

Due to the integrated relationship of the Document Management System and the other components of the IDMS, the Contractor shall coordinate with the Department and other IDMS Contractors, as necessary, to ensure a consistent interface.

The Department Project Manager may require performance of specific additional tasks if it is determined to be necessary for successful completion of the project. Any additional tasks will be issued as a Work Order as outlined in Section 6.2, Operation of the Contract, and the Contractor will be required to perform the additional tasks.

4.0 PROJECT SCHEDULE

The project schedule shall be determined by the Department and the Contractor.

5.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

The Contractor shall provide an adequate number of professional and paraprofessional personnel to accomplish the required tasks. The Department anticipates the need for on-site professional personnel with qualifications, skills and experience in project management (with skills in OnBase preferred). Additionally, the Department anticipates the need for on-site professional Analysts capable of accomplishing the required tasks. Professional Analysts shall have qualifications, skills and experience applicable to their Department Records Management job assignments. The number of on-site paraprofessional personnel must be adequate to accomplish the required tasks. At the time of this writing, the Department anticipates that the functions described in the Statement of Work will be shared by combinations of on-site professional and paraprofessional staff. Additionally, the Contractor may use subject matter experts and senior consultants on-site or off-site, as needed, to accomplish project goals. Education and experience requirements shall include, but shall not be limited to:

(1) Paraprofessional staff must have a high school diploma or GED plus three years experience working with records in an active file room, inactive records center, document imaging center, or electronic document management system.

(2) Project Manager shall have project management experience in a setting comparable to the Department operations; working knowledge of issues and technologies for records management; and experience and qualifications in records management, document imaging and process workflow to support the Department's requirements.

Other education and experience that are highly desirable but not mandatory include:

(1) Professional staff should have a bachelor's degree plus experience or further education in records management, information science, and/or library science.

(2) In addition, the Contractor should have established resources (current employees or subcontractors), on call to the project, which collectively include the following qualifications and experience: Certified Records Manager, Certified Document Imaging Architect, Master of Library and/or Information Science, experience with OnBase.

6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management shall include, but shall not be limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

(1) supervision of the Contractor's personnel;

(2) contract administration:

(a) invoicing;

(b) changes to the contract;

(c) resolving disputes between the Contractor and Department; and

(d) compliance by the Contractor with all contract clauses and conditions;

(3) working with the Department to propose and implement changes to Contractor functions that will optimize resources and bring about cost savings for the State of Louisiana;

(4) scheduling meetings and training sessions;

(5) record-keeping;

(6) preparation and submission of submittals and deliverables, including but not limited to the following:

(a) Project Management Work Plan (Section 3.2.6 of this SOW);

(b) Monthly Progress Reporting; and

(7) assignment of a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. The Department reserves the right to approve the person assigned as Project Manager.

The Contractor's Project Manager shall be responsible for onsite project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written monthly progress reports and informal communication.

The Contractor shall provide the following project management functions including but not limited to:

(a) performance of day to day project management using the best management practices for all tasks and activities necessary to complete the statement of work;

(b) development and implementation, with Department approval, of procedures for Issue Control to monitor the identification and resolution of key project issues and problems; and

(c) coordination with the Department and other IDMS Contractors, if necessary, to ensure a consistent interface due to the integrated relationship of the Document Management System.

6.1 Progress Reporting

The Contractor shall prepare and submit to the Department Project Manager a Monthly Progress Report describing all work completed during the preceding month, the status of the work in progress, and any problems encountered. The Monthly Progress Report shall be provided within two weeks of the end of the preceding month. Reports for multiple activities may be sent together, but must be separable for filing and payment purposes. This report shall include:

(1) the Contractor's name, address, and the name of the Contractor's Project Manager;

(2) the Department Purchasing Order number and project title;

(3) the dates of the reporting period; and

(4) a description of the progress made during the previous month for each activity, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables. (If progress payments will be requested during the performance of a Work Order, the information in the Monthly Progress Report must clearly support the Contractor's request for payment for the corresponding billing period).

The Monthly Progress Report must be signed by the Contractor's Project Manager. The format of this report may be determined by the Contractor; however, the Department reserves the right to require format revisions.

6.2 Operation of the Contract

As requested and approved by the Department, some activities under this contract could be initiated as additional work to monitor contract activities and to ensure accountability for records management services that do not fall under services outlined in this Statement of Work. Work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

(1) the Department will issue a written Work Order on Attachment 3, Form C, signed by the Department Project Manager (or designated representative) describing the required tasks, deliverables, and due dates. Each Work Order may include multiple tasks. Multiple Work Orders may be in progress at the same time, however, the Contractor must, both in reporting and billing, segregate activities and charges on a Work Order basis.

(2) the Contractor will review the Work Order and submit a written response to the Department within a specified number of days including:

   (a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal are eligible); and

   (b) an estimate of the level of effort necessary (i.e., the number of work hours and the total estimated cost for completion of the Work Order).

(3) the Department will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary. Acceptance or rejection of the Contractor's response will be provided in writing.

(4) upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all submittals and deliverables to the Department within the established time limits. It is the responsibility of the Contractor to plan and organize his time efficiently in order to meet the Department deadlines and provide a complete set of deliverables for each Work Order. Any additional work and/or costs not addressed in the Work Order shall be approved by the Department prior to the Contractor performing the work and/or incurring additional costs.

(5) the Department will review the Work Order submittals and deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.

(6) Upon receipt of the Department's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according to the procedures defined in the contract.

6.3 Deliverables

The Contractor shall prepare and submit the following written deliverables to the Department within the time specified:

- Project Management Work Plan (Section 3.2.6)
- Progress Reports (Section 6.1)

One (1) reproducible original of the report shall be sent to the attention of the Department Contract Manager for distribution to the Department Project Manager and other appropriate Department personnel. The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

7.0 DEPARTMENT RESPONSIBILITIES

As part of its responsibilities under the contract, the Department shall:

(1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);

(2) provide the Department materials (badges, documents, reports, photographs, etc.) for the Contractor's work as necessary;

(3) provide the use of cubicles and work stations as needed for the Contractor's work and conference rooms throughout the building, available by reservation.

(4) provide all necessary hardware (i.e. scanners, desktops, and servers) and purchase the necessary software licenses for Imaging Services;

(5) issue work order requests as needed;

(6) review, negotiate and accept or reject Contractor's response to Work Orders (including cost estimates) as needed; and

(7) review, require revision as necessary, and accept deliverables and submittals.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE

The Department will monitor the progress of the Contract during the contract by:

(1) monitoring the Contractor's work through telephone communications, meetings, and review of Monthly Progress Reports;

(2) meeting with the Contractor as necessary to provide guidance or answer questions;

(3) ensuring that the deliverables are submitted within the time frame set forth in the contract;

(4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and

The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders according to the rates specified in Attachment 2, Schedule of Prices I and II. Payment may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department. Progress payments for work orders may be made at the discretion of the Department's Project Manager as individual tasks are completed. Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

9.1 Commencement Conference or Conference Call

The Commencement Conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at the Department's Headquarters in Baton Rouge or held via conference call at the discretion of the Department. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices I. Attendance of the Project Manager is mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice.

If the conference is waived, then the Department will not be charged.

9.2 Facilities Management

The Facilities Management payment items (Line Items 2-7 of the Schedule of Prices I) shall include but shall not be limited to, all of the activities and resources described in its corresponding Section (3.2.1 through 3.2.6) in this Statement of Work. Payment shall be made at the monthly rate stated in Attachment 2, Schedule of Prices I.

The Contractor shall be paid for Facilities Management payment items only for those months (or parts of months) within the contract term.

9.3 Work Orders

The Work Order payment items shall include all activities and resources for the performance of these tasks. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in Attachment 2, Schedule of Prices II.

The Department does not guarantee performance of the additional work. If, during the course of the work assigned in the Work Order, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify the Department immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional hours and a revised Work Order cost estimate. The Department shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

The Department reserves the right to terminate Work Orders or to delete from an existing Work Order any of the assigned tasks. The Department will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

RFP No. 3000002111

ATTACHMENT 2
SCHEDULE OF PRICES I

"Records Management Support"
Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	No. of Units[2]	Unit Rate[1]	Line Total
1	Commencement Conference	Lump Sum	1		
	Facilities Management (Line Items 2, 3, 4, 5, 6, 7)				
2	Manage Records in Compliance with Laws and Standards	Monthly	12		
3	Active Records	Monthly	12		
4	Inactive Records	Monthly	12		
5	Policy, Communications, and Training	Monthly	12		
6	Imaging Operations	Monthly	12		
7	Project Management Work Plan	Monthly	12		
Total Price					

***ALL BLANKS MUST BE COMPLETED**

[1]Rates shall include all direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associates with each line and profit.

[2]The Department does not guarantee that a maximum number of units (i.e., estimated number of units listed in table above) will be performed. The Department will pay the Contractor only for the actual work performed.

• The Department reserves the right to transfer among existing "schedule of prices" line items. The cumulative transfers cannot exceed 10% of the total contract amount. **Supporting documentation must accompany each transfer request.**

RFP No. 3000002111

ATTACHMENT 2
SCHEDULE OF PRICES II

"Records Management Support"
Louisiana Department of Environmental Quality

Labor Category	Hourly Rate[1, 2]
Paraprofessional Staff	
Professional Staff	
Project Manager	
Subject matter experts and/or Senior Consultants	

*** ALL BLANKS MUST BE COMPLETED**

[1]Rates shall include all direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associates with each line and profit.

[2]Each labor category's hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.

- Hourly rates provided in Schedule of Prices II shall only be used for additional work as issued by written Work Orders by the Department Project Manager.

ATTACHMENT 3

Form A

MONITORING REPORT

Date: _____ Purchase Order No. _____

Contractor: _____

Project Title: "_____"

Invoice No.: _____ Invoice Amount: _____

Total Contract Amount: $_____ Balance: $_____

Reporting Period: _____

Total Invoiced to Date: $_____

I. WORK COMPLETED TO DATE:

A. **Hourly** (include services performed and number of hours worked).

B. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. **Tasks and/or milestones accomplished** (give dates)

_____

_____

_____

B. **Tasks and/or milestones not accomplished with explanation of assessment of**:

1. Nature of problems encountered:

_____

_____

_____

2. Remedial action taken or planned:

_____

_____

_____

3. Whether minimum criteria for measure can still be met:

_____

_____

_____

4. Likely impact upon achievement:

_____

_____

_____

III. DELIVERABLES

_____

_____

_____

_____

IV. OTHER DISCUSSION OF SPECIAL NOTE

_____

_____

_____

_____

Contractor _____ Date _____
Signature

Approval _____ Date _____
Department Project Manager

ATTACHMENT 3
Form B

Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVet) and Hudson Initiative small entrepreneurship (SE-HI) Procurement Reporting

Contractor: _____

Project Title: "_____"

Reporting Period: _____

Procurement Made By: (check appropriate box)		Name (If Subcontractor)	Business Enterprise: (check appropriate box)		Dollar Value of Procurement	LED Certification Number of Contractor or Subcontractor
Contractor	Subcontractor		LaVet	SE		

A good faith effort has been made to obtain LaVet and/or SE-HI vendor participation:

_____ _____
Signature Date

RFP No. 3000002111

ATTACHMENT 3
Form C

LDEQ WORK ORDER

Department Purchase Order No.:_____ **Contractor:**
_____

Project Title: _____
Order Number: _____ **Date Issued:** _____
Site Name or Name of Program _____

Description of Required Tasks (attach pages as necessary): _____
_____
_____
_____
_____
_____
_____

Deliverables/Submittals: _____
_____
_____

Deliverables Due Date: _____

Work Order Completion Date (Include time for review and revision of deliverables as necessary): _____

Technical Contact: _____ _____ _____
Name Division Tel. number

PROJECT MANAGER AUTHORIZATION:

_____ _____
Date

APPROVAL OF COMPLETED WORK ORDER:

_____ Technical Contact (initial)

_____ _____
Date Approved

EXHIBIT A
Records Storage Locations

"Records Management Support"
Louisiana Department of Environmental Quality

The Contractor must provide personnel and means of transport to pick up records at Department Headquarters and all of the Department Regional Offices, or other designated locations, as directed.

Physical addresses of all known locations are provided below.

Acadiana Regional Office 111 New Center Drive Lafayette, LA 70508	Bayou Lafourche Regional Office 110 Barataria St. Lockport, LA 70374
Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO)) 602 N. Fifth St. Baton Rouge, LA 70802	Kisatchie Central Regional Office 2129 Rainbow Drive, Bldg. 31 Pineville, LA 71360
Northeast Regional Office 1823 Hwy 546 West Monroe, LA 71292-0442	Northwest Regional Office 1525 Fairfield, Room 520 Shreveport, LA 71101-4388
Southeast Regional Office 201 Evans Road, Bldg 4, Suite 420 New Orleans, LA 70123-5230	Southwest Regional Office 1301 Gadwall Street Lake Charles, LA 70615
LDEQ Warehouse 1824 Commercial Drive Port Allen, LA 70767	Department of Agriculture and Forestry 5825 Florida Blvd. Baton Rouge, LA 70806
Department of Natural Resources 617 North Third St. Baton Rouge, LA 70802	Louisiana State Archives 3851 Essen Lane Baton Rouge, LA 70809