REQUEST FOR PROPOSALS

“Records Management and Document Imaging Support”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

RFP No: 3000018662
Proposal Due Date/Time: April 11, 2022/4:00 p.m. CST

Issue Date: March 11, 2022
REQUEST FOR PROPOSALS

“Records Management and Document Imaging Support”
Louisiana Department of Environmental Quality

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Exhibit B: Records Storage Locations
Attachment 2: Schedule of Prices
Schedule of Prices I: Monthly Tasks
Schedule of Prices II: Labor Categories
Attachment 3: Forms
Form A: Monitoring Report
Form B: LDEQ Work Order Form
Form C: Hudson Veteran Invoice Tracker
REQUEST FOR PROPOSALS

“Records Management and Document Imaging Support”
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing assistance with active and inactive records management, policy development, training, technology support, and scanning/imaging support. The goals are to provide compliance with federal and state law and applicable standards. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. One (1) contract will be awarded.

1.2 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 the Department’s Emissions Inventory System (ERIC) and 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 the Department’s 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 Public Records Request function was added to the records management organization structure in 2005 as Records Management became an integrated part of the Department’s Office of Management and Finance. In 2012, the Department began using the OnBase software to manage Financial Services documents, which are not available to the public through the EDMS.
1.3 **Term of Contract**

The term of any contract resulting from this RFP shall begin on or about July 1, 2022 and is anticipated to end on June 30, 2025. The Department shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.4 **Compensation**

Compensation for contract services will be based on the Schedule of Prices I and II (see RFP Section 3.2.7) and the unit rates resulting from the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the Department upon contract award. The Department reserves the right to amend the contract to increase the total contract amount, using the unit rates established in Attachment 2, Schedule of Prices I and II. The contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

1.5 **Definitions**

**Agency** – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

**AI** – Agency Interest, unique number used to identify files containing environmental documentation and data regarding facilities, people, and organizations that are of regulatory interest to the Department.

**Contractor** – Any person or firm having a contract with a governmental body; the selected Proposer.

**CST** – Central Standard Time

**Discussions** – For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

**DOA** – Division of Administration

**EDMS** – Electronic Document Management System
Former Public Employee – Denotes an individual who has been employed by a government entity within the past two (2) years.

IDMS – Integrated Data Management System

OSP – Office of State Procurement

Proposer – A firm or individual who responds to this RFP.

RFP – Request for Proposals

Shall, Will, Must - Denotes a mandatory requirement.

Should, Can, May - Denotes a preference, not a mandatory requirement.

State - The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

TEMPO – Tools for Environmental Management and Protection Organizations

The Department – Louisiana Department of Environmental Quality

Using Agency - The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under the Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>CST</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertised in newspapers and posted to LaPAC</td>
<td>March 11, 2022</td>
<td></td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>March 21, 2022</td>
<td>4:00 p.m.</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>March 30, 2022</td>
<td></td>
</tr>
<tr>
<td>Deadline for receipt of proposals. All proposals shall remain sealed until the date and time listed.</td>
<td>April 11, 2022</td>
<td>4:00 p.m.</td>
</tr>
<tr>
<td>Notification of Oral Presentation to Proposers (if required)</td>
<td>April 25, 2022</td>
<td></td>
</tr>
<tr>
<td>Oral presentations by Proposers (if required)</td>
<td>May 4, 2022</td>
<td></td>
</tr>
<tr>
<td>Notice of Intent to Award announcement and 14-day protest period beginning on or about</td>
<td>June 8, 2022</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: The Department reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-Proposal Conference/Mandatory Site Visit

NOT REQUIRED FOR THIS RFP

1.7.2 Proposers Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below:

Robyn Geddes  
Financial Services Division  
Louisiana Department of Environmental Quality  
e-mail to:  DEQ-Sect-Procurement@la.gov

Questions submitted in any other manner or to any other address, email, or telephone number will not be answered.

The Department will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the RFP Part I, Section 1.6, Schedule of Events. Do not contact other Department personnel with questions regarding this RFP. The Department shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Only Robyn Geddes, or her designee, has the authority to officially respond to Proposer’s questions on behalf of the Department. Any communications from any other individuals are not binding on the Department.

Official responses to all questions by potential Proposers will be posted to LaPAC at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and on the Department’s website at http://deq.louisiana.gov/page/request-for-proposals. Responses will be posted on or before the date specified in the RFP Part I, Section 1.6, Schedule of Events. 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, addenda, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.
Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website https://www.doa.la.gov/doa/osp/. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under Vendor Resources, Vender Portal Help scripts at: https://www.doa.la.gov/doa/osp/vendor-resources/.

1.7.3 Blackout Period

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

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

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

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

Notwithstanding the foregoing, the blackout period shall not apply to:

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

1.8 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified below. The proposal must be received on or before the date and time specified in RFP Part I, Section 1.6, Schedule of Events, according to the following instructions. Proposers may choose to submit a proposal either in hard copy (printed) or electronic version. Note: only one version is required. Proposers are not required to submit their proposal in both versions.

1.8.1 Hard Copy Proposal Submission

Hard copy (printed) proposals must be received by the RFP Coordinator identified in Section 1.7.2 of the RFP. E-mail or fax submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The U.S. Postal Services does not deliver mail directly to the Department’s headquarters at the address below. Therefore, Proposers must hand deliver or send their proposals by some means other than the U.S. Mail. Proposers electing to hand deliver proposal are advised not to leave their proposals in any drop box at Department’s headquarters. 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. The Department will not acknowledge by mail or telephone timely receipt of proposals.

The proposal package must be delivered at the Proposer's expense to:

Robyn Geddes, Financial Services Division  
Louisiana Department of Environmental Quality  
Galvez Building  
602 N. Fifth Street  
Baton Rouge, Louisiana 70802  
(225) 219-3812

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. NOTE: Hard copies of proposals must be delivered during office hours: 8:00 am – 4:00 pm.
1.8.2 Electronic Proposal Submission

Electronic proposals must be uploaded to: https://stateofla.app.box.com/f/fa7c7122246d484097f25fb5e3e48272. E-mail or fax delivery shall not be acceptable. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf.

1.9 Number of Copies of Technical & Financial Proposals

The Department requests the following for hard copy proposals:

- One (1) original (clearly marked “Original”) and four (4) numbered copies of the technical proposal, Volume I. See Section 3.2 of this RFP. All should be clearly marked “technical proposal”.

- One (1) original (clearly marked “Original”) and four (4) numbered copies of the price proposal. See Section 3.2.7 of this RFP. All should be clearly marked “price proposal”.

- One (1) original of the financial information proposal, Volume II. See Section 3.3 of this RFP.

- One (1) redacted technical proposal, Volume I, if applicable, (See RFP Part III, Section 3.5 - Confidential Information, Trade Secrets, and Proprietary Information)

- One (1) electronic copy of the technical proposal, Volume I on a USB flash drive.

The Department requests the following for electronic proposals:

- One (1) technical proposal, Volume I provided as a single file in PDF or Microsoft Word format. See Section 3.2 of this RFP. The file should be named: RFP #3000018662 Technical Proposal [Proposer Name].
• One (1) **price proposal**, in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. See Section 3.2.7 of this RFP. The file should be named: RFP #3000018662 Price Proposal [Proposer Name].

• One (1) **financial information proposal**, Volume II, provided as a single file in PDF, Microsoft Word, and/or Microsoft Excel Formats as applicable. See Section 3.3 of this RFP. The file should be named: RFP #3000018662 Financial Information Proposal - [Proposer Name].

• One (1) **redacted technical proposal**, Volume I, if applicable, (See RFP Part III, Section 3.5 - Confidential Information, Trade Secrets, and Proprietary Information), provided as a single file in PDF or Microsoft Word format. The file should be named: RFP #3000018662 Redacted Technical Proposal [Proposer Name].

The proposal shall contain original signatures, electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:1.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

### 1.10 Errors and Omissions in Proposal

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

### 1.11 Changes or Addenda

The Department shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at [https://wwwcfprd.doa.louisiana.gov/osp/ lapac/pubMain.cfm](https://wwwcfprd.doa.louisiana.gov/osp/ lapac/pubMain.cfm) and [http://deq.louisiana.gov/page/request-for-proposals](http://deq.louisiana.gov/page/request-for-proposals). It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

### 1.12 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a **hard copy** proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in Section 1.7.2 of the RFP. To withdraw an **electronic** proposal, a written request with electronic signature or scan of an original signature by the authorized representative of the Proposer must be uploaded to [https://stateofla.app.box.com/f/ fa7c7122246d484097f25fb5e3e48272](https://stateofla.app.box.com/f/ fa7c7122246d484097f25fb5e3e48272).
1.13 Waiver of Administrative Informalities

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

1.14 Proposal Rejection/RFP Cancellation

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

1.15 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the Department. Selection or rejection of a proposal shall not affect this right. Proposals received in response to this RFP are subject to the Louisiana Public Records Law, La. R.S. 44:1, become the property of the Department, and will not be returned.

1.16 Cost of Offer Preparation

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

1.17 Taxes

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

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective Contractor shall attest to its current and prospective compliance by signing the Proposal Cover Sheet/Certification Statement, Appendix A, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor’s tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.
1.18 Security

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


1.19 Cybersecurity Training

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

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

1.20 Proposal Preparation

Instructions for preparing proposals are provided in Part III of this RFP. Proposals submitted for consideration should follow the specified order of presentation and format.
PART II. GENERAL INFORMATION

2.1 Corporation Requirements

If the successful Proposer is a corporation not incorporated under the laws of the State of Louisiana, the successful Proposer shall obtain 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 Department.

If the successful Proposer is a for-profit corporation whose stock is not publicly traded, the successful Proposer shall file a Disclosure of Ownership form 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 Department.

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. Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. (See Appendix C, Sample Contract, Article 24).

2.3 Insurance Requirements

Proposers are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 25). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the Contractor and approved by the Department before work begins. Furthermore, the 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. Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-.VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

2.4 Liability and Indemnification

2.4.1 Contractor Liability

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

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

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

2.4.3 Indemnification

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

2.4.4 Force Majeure

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

2.4.5 Intellectual Property Indemnification

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

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

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

2.4.6 Other Remedies

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

2.5 Veteran and Hudson Initiative Programs

Each Proposer should address how their company will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the 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:


If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.
During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form C.

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

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

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


The rules for the Veteran Initiative (LAC 19: IX. Chapters 11 and 13) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at: https://www.doa.la.gov/doa/ost/laos/agreement/.

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

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

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

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.

### 2.6 Prohibition of Discriminatory Boycotts of Israel

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

### 2.7 Performance Standards

Proposers are encouraged to carefully examine the performance standards that will be required by the contract when preparing its response.

#### 2.7.1 Performance Requirements

The performance requirements are identified in Attachment 1, Statement of Work, Section 3.0, Contract Task; Section 4.0, Project Schedule; and Section 6.3, Deliverables.

#### 2.7.2 Performance Measurement/Evaluation/Monitoring Plan

The performance measurement/evaluation/monitoring plan are identified in Attachment 1, Statement of Work, Section 8.0, Monitoring and Methods to Measure Performance.

### 2.8 Duty To Defend

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

### 2.9 Governing Law

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

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet/Certification Statement

Each Proposer must complete and submit an original signature, electronically signed or scanned signature on Proposal Cover Sheet/Certification Statement, Appendix A. Proposals lacking a coversheet/certification statement shall be rejected.

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 their 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 is not 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, 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 Department. Include a description of the involvement of any proposed subcontractors in this project (See Section 3.2.6, Use of Subcontractors).

(b) Project organization

Proposer should provide a project-specific organizational chart identifying the Proposer’s key project personnel, other project personnel, and key subcontractor personnel proposed to work on this project as identified in Attachment 1, SOW, Section 5.0 Project Personnel, Desired Qualifications and Responsibilities. Show the lines of authority and lines of communication among all participants, points of contact for the Department, and any subcontractor relationships. The organizational chart should be accompanied by a narrative identifying the functions and responsibilities of each position identified 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 Department, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables as it relates to Attachment 1.

(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 Department 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 desired education and experience requirements described in Attachment 1, SOW, Section 5.0, Project Personnel, Desired Qualifications and Responsibilities. The Department will consider only experience that is relevant to the tasks listed in Attachment 1, SOW.

For all key project personnel designated in the project-specific organization chart (provided under Section 3.2.3, Item 1.b. above), the Proposer should describe their
qualifications and experience. The Proposer should include résumés for key project personnel only showing each assigned individual’s education, certifications, 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 support services for records management and imaging operations. Both government and privately-sponsored work may be included. Experience gained through previous or current contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken or completed by its 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 Department may 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 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify the subcontractor(s) on Proposal Cover Sheet/Certification Statement, Appendix A. The Proposer shall provide a copy of a signed letter of agreement or a copy of a signed contract from any intended subcontractor and include specific designations of the tasks to be performed. This commitment shall demonstrate the subcontractor’s willingness to undertake his/her portion of the proposed project.

The prime Contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the Department, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.

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, in order to obtain these points.

3.2.7 Price Proposal (Schedule of Prices)

Each Proposer must submit a price proposal using the Department'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 rejected. Additionally, all blanks on the Schedule of Prices I and II must be completed; enter only numeric values. For items with no charge, “$0” must be entered. If a Proposer identifies deficiencies or errors in this format, the information should be brought to the attention of the RFP Coordinator in accordance with the process in Section 1.7.2, prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

The Department reserves the right to send an inquiry for clarification, as stated in RFP Section 4.7, Clarifications and Oral Presentations, to the Proposer for any Schedule of Prices that appear to be having missing or incomplete rates.

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

3.2.8. Former Public Employees

The Proposer should disclose whether any key personnel or subcontractors are former public employees. Proposer should include the names, dates of employment, and government entity.
3.3 Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.8), 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 Certified Public Accountant (CPA) for the past three (3) years. This includes:
  - Notes to the Financial Statements, and
  - The CPA’s audited report for each year;

or

- Letter of intent to obtain a 100% Performance Bond.

If a performance bond is chosen by the Proposer as evidence of financial capability, 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 ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

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

If the performance bond is chosen by the Proposer as evidence to demonstrate financial capability, the Performance Bond is to be provided within ten (10) business days from request to provide the Performance Bond to the Department. Failure to provide within the time specified may cause your offer to be rejected.

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

The selected Proposer may be required to provide additional information as requested by the Department.
3.4 Proposal Format

Technical proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Proposers may choose to submit a proposal either in hard copy (printed) or electronic version, in accordance with Section 1.8, Proposal Submittal. Each hard copy volume of the proposal should be typed and securely bound in a three ring binder. Each electronic copy volume of the proposal should be typed and provided in PDF, Microsoft Word, and/or Microsoft Excel formats, as applicable. Pages of the technical proposal should be numbered consecutively and each section should be marked. Proposals should be prepared simply, legibly, and economically. Elaborate color pictures and promotional material are neither necessary nor desired.

3.5 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

If a Proposer wishes to secure nondisclosure of information contained in its proposal, the Proposer must also submit a written request to the Secretary of the Department in accordance with LAC 33:1.
Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

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

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

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

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

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

4.1 Mandatory Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration. Any proposal that does not provide the following mandatory items shall be rejected by the Department and shall not be evaluated by the Selection Committee:

(1) A completed Proposal Cover Sheet/Certification Statement (Part III, Section 3.2.1);

(2) A Schedule of Prices I and II (Part III, Section 3.2.7);

4.2 Evaluation and Selection Process

A Selection Committee composed of Department personnel will evaluate and rank the proposals according to the criteria listed in Section 4.3. 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 Department 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.)

Experience gained through previous or current contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

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

The scores will be compiled and 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 Secretary of the Department, or his designee. The tentative selection is subject to the approval of the Secretary of the Department, or his designee, and the Division of Administration, Office of State Procurement. The Secretary of the Department, or his designee, is the only individual who can legally commit the Department 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 State Procurement.

4.3 Evaluation Criteria

The Selection Committee will evaluate and score the proposals using the criteria and scoring as follows:
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). | 8  
2. Qualifications and relevant experience of the Proposer's key project 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 operations (Part III, Sections 3.2.5 and 3.2.6). | 30  
4. Price (Part III, Section 3.2.7). | 25  
5. Louisiana Hudson and/or Veteran Initiative (Part IV, Section 4.5) | 12  
**TOTAL SCORE** | **100**

Proposer must receive a minimum score of thirty-one and one half (31.5) points, fifty percent (50%) of the total available points in the technical categories, in Criteria 1, 2, and 3 to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation for Criteria 4 and 5.**

The scores for all five (5) criteria will be combined to determine the overall score. The Proposer with the highest rated proposal will be recommended for tentative selection.

**4.4 Price Evaluation Calculation**

To compare proposers’ rates, the Department will calculate a total “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.

The calculation \((A + B + C)\) becomes the proposer’s evaluation price; it will be used for evaluation purposes only and does not reflect anticipated work.

The proposal with the lowest Proposal Evaluation Price, will receive the maximum possible points. All other proposals will be rated using the following formula:
25 \times \frac{\text{Proposal Evaluation Price of lowest proposal}}{\text{Proposal Evaluation Price of proposal being rated}} = \text{Proposal price points}

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

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

B. Proposer Status and Allotment of Reserved Points

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

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

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

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

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

If proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points in Appendix D, Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Subcontractor Table.

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

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or overlap, or if the subcontractor’s services constitute a distinct scope of work from each other subcontractor(s).
4.6  Best and Final Offers (BAFO)

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

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

4.7  Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing the Department’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.

Proposers may be requested to make oral presentations of their proposals to enhance the Department’s understanding prior to the final selection of the successful Proposer. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department’s Financial Services Division on or before the date specified in the RFP Part I, Section 1.6, Schedule of Events. Presentations will be made by the selected Proposers on the date specified in the RFP Part I, Section 1.6, Schedule of Events, at a time assigned by the Department.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Section 4.3 except that the cost score will remain unchanged.

4.8  Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. The Department 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.
(ii) The Department reserves the right to request additional information to satisfy financial status review requirements; and

(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 Department 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.

4.9 Contract Award and Execution

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

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the Department.

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

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

4.10 Notice of Intent to Award and Debriefing

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 Department estimates that the contract will be awarded on or before the date specified in the RFP Part I, Section 1.6, Schedule of Events and will issue a “Notification of
Award” letter to the successful Proposer. Unsuccessful Proposers will also be notified of the Department’s decision in writing, and may request a post-award debriefing by contacting Robyn Geddes at (225) 219-3812, or by e-mail at robyn.geddes@la.gov.

4.11  Protest of the Award

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer and to the head of the Department within fourteen (14) calendar days after the Department issues a notice of intent to award a contract.

4.12  Right to Prohibit Award

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent (5%) or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.
APPENDIX A
PROPOSAL COVER SHEET/CERTIFICATION STATEMENT

Project Title: “Records Management and Document Imaging 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) ___

Do you intend to use any former public employees on the contract? (Y/N) ___

*See Section 3.2.8 of this RFP for more information.

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

Proposer’s Contact Person:

Official Contact Name:_____ Title:____

Mailing Address:____

Physical Address (if different):____

Email Address:____

Telephone No. (____ ) ____ FAX No. (____ ) ____

Subcontractors (add lines as necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Written commitment attached (Y/N)</th>
<th>Veteran/Hudson Initiative* certification attached (Y/N)</th>
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*See Section 2.5 of the RFP for more information on what must be submitted with your proposal

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

1. The information contained in its response to this RFP is accurate.

2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.

3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions (Appendix C) and all other administrative requirements set forth in this RFP.

4. Proposer’s quote shall be valid for at least ninety (90) calendar days from the date of proposal’s signature below.
5. Proposer will be ready and able to begin work by the approved contract start date.

6. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

7. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F (A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov).

8. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

9. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The Department reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

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

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

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

Signature of Proposer or Authorized Representative: ____________________________
Typed or Printed Name: ____________________________________________
Date: ___________________________________________________________
Title: ___________________________________________________________
### APPENDIX B

**EXPERIENCE TABLE**

“Records Management and Document Imaging Support” RFP
(Enlarge or duplicate table as necessary)

<table>
<thead>
<tr>
<th>Client Name and Address</th>
<th>Contact Person, Telephone Number and email address</th>
<th>Project Title and Contract Number</th>
<th>Dates of Project/Dollar Amount of Contract</th>
<th>Description of Project</th>
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APPENDIX C
SAMPLE CONTRACT
CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of __________, 2022, 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. __________. State LDR Account 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 and Document Imaging Support” with the LaGov 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 LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this Contract shall be from July 1, 2022 through June 30, 2025. With all proper approvals and concurrence with the Contractor, the Department may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this 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 State Procurement.
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 this Contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of this 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 State Procurement. 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 this 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 completion and approval of each month’s records management and support services as determined by the Department’s Project Manager and completion of each Work Order issued, accepted and approved the Department’s 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 not provided by the Department, 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.

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 9.0 Measurement and Payment and in the steps listed below.

The Department will make every reasonable effort to make payments within approximately thirty (30) calendar days after receipt of a correct invoice. However, payment is contingent upon receipt of all required submittals, acceptance of all related deliverables, and approval of the invoice for payment by the Department’s Office of Management and Finance/Support Services Division.

b. Invoicing Procedure:

(1) The Contractor shall submit an invoice monthly for work performed during the preceding month, within ten (10) business days of the end of that month, and upon completion of each Work Order. 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 LaGov number;

(b) the name and address of the Contractor;

(c) Facilities Management Monthly Task Items Performed;

(d) a list of the Work Orders completed by Work Order number and title, if any;

(e) the amount requested per Work Order, if any;
(f) the total amount requested;

(g) the balance remaining in this Contract; and

(h) supporting documentation for hours billed (timesheets) related to Work Orders, if any.

(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 C Hudson Veteran Initiative Invoice Tracker to all requests for payments.

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 this Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds 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 AND WORK PRODUCT

Upon completion or termination of this Contract, all data collected by the Contractor and all software, data files, documents, records, notes, files, or any other materials 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) business days of receipt of written notice issued by the Department and within thirty (30) calendar days of the completion or termination of this contract, at the Contractor’s expense.
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 this 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. **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.

11. **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.

12. **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 five (5) years from date of final payment under this Contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. **TERMINATION FOR CAUSE**

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

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

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
department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the Contract at any time without penalty by giving thirty
(30) calendar days written notice to the Contractor of such termination or negotiating with
the Contractor a termination date. 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.

15. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions
of LSA-R.S. 39:1672.2 through 1672.4.

16. NON-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable and
amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of
Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act
of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990.

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

17. **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.

18. **FORCE MAJEURE**

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

19. **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 and State LDR account number as noted above.

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

20. **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the successors and assigns of the respective parties hereto.
21. **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.

22. **EMPLOYMENT OF STATE PERSONNEL**

In accordance with LSA-R.S. 39:1624(A)(4), 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.

23. **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.

24. **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, Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq.). The Contractor agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25. **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 $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

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

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

(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 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

(5) **Cyber Liability**  
Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30
days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

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. **Commercial General Liability, Automobile Liability, and Cyber 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

   (b) The Contractor’s insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor’s insurance.

2. **Workers Compensation and Employers Liability Coverage**

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

3. **All Coverages**

   (a) All policies should be endorsed to require thirty (30) days written notice of cancellation to the Department. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions.
in the Contractor’s policy. In addition, Contractor is required to notify Department of policy cancellations or reductions in limits.

(b) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(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

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

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

e. Verification of Coverage

(1) 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 or insurance policy renewal thereafter.

(2) The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303
Attn: LaGov No. ____________

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

(4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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. **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.

g. **Workers Compensation Indemnity**

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

h. **Indemnification/Hold Harmless Agreement**

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

(2) Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

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. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any Contract for $100,000 or more and for any Contractor with five (5) or more employees, Contractor certifies that it not its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractor shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

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 these businesses go to http://smallbiz.louisianaeconomicdevelopment.com and select the appropriate program.

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. **VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL-ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form C. This form shall be submitted with each invoice. Failure to submit this form will result in payment being withheld.

In accordance with LAC 19:VIII.Chapters 11 and 13 and LAC 19:IX.Chapter 11 and 13, this Contract may be terminated if the Department becomes aware that the Contractor has failed to use good-faith efforts to obtain certified LaVet and/or SE-HI participation. The state may impose sanctions on a Contractor who fails to make good-faith efforts or on a LaVet and/or SE-HI that was found to be guilty of deception relating to certification. Sanctions may include a suspension from doing business with the state for up to three (3) years.

31. **DUTY TO DEFEND**

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

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


33. **CYBERSECURITY TRAINING**

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

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

34. **E-VERIFY**

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

35. **SEVERABILITY**

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

36. **WARRANTIES**

Contractor shall indemnify the Department against any loss or expense arising out of any breach of any specified Warranty.
a. **Period of Coverage**

The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate three (3) months thereafter.

b. **Free from Defects**

Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the Department, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate, as specified in Attachment 1, Statement of Work, Section 6.3, Deliverables, and accepted by the Department.

c. **Software Standards Compliance**

Contractor warrants that all software and other products delivered hereunder will comply with Department standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment I.

d. **Software Performance**

Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

e. **Original Development**

Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the Department, which after whatever investigation the Department may elect to make, may direct the Contractor not to use or incorporate any such components. If the Department does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the Department in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the Department for purposes of the contract.

f. **No Surreptitious Code Warranty**

Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead
device or other routine designed to disable a computer program with the passage of
time or under the positive control of a person or party other than the Department.
Excluded from this prohibition are identified and Department-authorized features
designed for purposes of maintenance or technical support. "Unauthorized Code"
means any virus, Trojan horse, worm or other software routine or component
designed to permit unauthorized access to disable, erase, or otherwise harm
software, equipment, or data, or to perform any other such actions. "Unauthorized
Code" does not include "Self-Help Code".

37. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or
subcontractors and shall fully indemnify and hold harmless the Department and its
Authorized Users from suits, actions, damages and costs of every name and description
relating to personal injury and damage to property caused by Contractor, its agents,
employees, partners or subcontractors, without limitation; provided, however, that the
Contractor shall not indemnify for that portion of any claim, loss or damage arising
hereunder due to the negligent act or failure to act of the Department. If applicable,
Contractor will indemnify, defend and hold the Department and its Authorized Users
harmless, without limitation, from and against any and all damages, expenses (including
reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally
assessed against the Department in any action for infringement of a United States Letter
Patent with respect to the Products furnished, or of any copyright, trademark, trade secret
or intellectual property right, provided that the Department shall give the Contractor:

i) prompt written notice of any action, claim or threat of infringement suit, or other
suit,

ii) the opportunity to take over, settle or defend such action, claim or suit at
Contractor's sole expense, and

iii) assistance in the defense of any such action at the expense of Contractor. Where a
dispute or claim arises relative to a real or anticipated infringement, the Department
or its Authorized Users may require Contractor, at its sole expense, to submit such
information and documentation, including formal patent attorney opinions, as the
Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based
upon:
i) Authorized User's unauthorized modification or alteration of a Product, Material or Service;

ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence:

i) to procure for the Department the right to continue using such item(s) or part(s) thereof, as applicable;

ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or

iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Department up to the dollar amount of the Contract.

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

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

38. CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use
and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.

39. **PROHIBITED USE OF FUNDS**

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

40. **GOVERNING LAW**

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

41. **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 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.

42. **AMENDMENTS**

All changes to this Contract price or term shall require an amendment to this 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 State Procurement. 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:  

________________________  

Karyn Andrews  

Undersecretary  

Office of Management and Finance  

WITNESS:  

CONTRACTOR:  

________________________  

Company Name
APPENDIX D
Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Subcontractor Table
(see Sections 2.5 and 4.5 of the RFP)

“Records Management and Document Imaging Support” RFP
(Enlarge or duplicate table as necessary)

<table>
<thead>
<tr>
<th>Name of Certified Veteran Initiative or Hudson Initiative Small Entrepreneurship Subcontractor</th>
<th>Check which initiative applies</th>
<th>Dollar Value of Subcontract (specific to this project) or Anticipated Earnings to Accrue to the Subcontractor (conveyed as percentage of total project/award)</th>
<th>Years of Experience and Qualifications of Subcontractor (conveyed as number of years of relevant experience)</th>
<th>Description of Work Subcontractor will Perform</th>
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ATTACHMENT 1
STATEMENT OF WORK

“Records Management and Document Imaging 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 is committed to the continuous analysis and improvement of its 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; technology support; and scanning / imaging operations. The Contractor shall provide the personnel to assist the Department’s Records Management staff, and shall provide sufficient training to enable selected staff to assume the Contractor's responsibilities.

1.1 Goals and Objectives

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

(1) active and inactive records management;
(2) policy development;
(3) training;
(4) technology support; and
(5) 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 the Department’s Emissions Inventory System (ERIC) and 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 the Department’s 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 Public Records Request function was added to the records management organization structure in 2005 as Records Management became an integrated part of the Department’s Office of Management and Finance. 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). The Contractor’s personnel will provide support for the entire Records Management Unit, including monitoring of a dedicated email address and an online form for Public Records Requests. A Functional Organization Chart is included as Exhibit A.

3.1 Commencement Conference or Conference Call

A Commencement Conference shall be held between the Contractor’s key personnel and 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) or via conference call. 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 may be performed by the Contractor until the Commencement Conference has been completed or waived. Attendance by the Contractor’s Project Manager shall be mandatory.
3.2 Facilities Management

The Facilities Management requirements include, but are not limited to, everything in sections 3.2.1 through 3.2.8. The Contractor shall provide all of the resources, supplies, and personnel capable of managing these functions, unless otherwise stated below.

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 Utilization of Appropriate Technology

The Contractor shall coordinate the appropriate use of technology for the Records Management Unit. The Contractor shall be sufficiently proficient with the records management software owned by the Department (such as OnBase, Kofax, etc.) and provide consultation and technical support services on its optimal utilization. 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 2019 C#, VB.net and .Net Core, O2 Solutions PDF4NET, Angular, Bootstrap, CSS, HTML5 and JQuery), perform programming, consultation, configuration services, and propose alternative solutions compatible with the goals and technology environment of the Department.

The Contractor’s technical responsibilities for the Records Management Unit include, but are not limited to:

1. developing an understanding of the Department’s Records Management system architecture, including the EDMS and Imaging Operations, and interfaces to other systems, e.g., TEMPO/RSP, eBusiness, ERIC, eDOCS, NetDMR, EQuIS, etc.;
2. following the Division of Administration (DOA), Office of Technology Support (OTS) guidelines, processes, and procedures for software development, testing, deployment, and documentation related to;
3. interfacing with the Department staff and contractors to define program/application requirements;
4. developing new program applications and using the tools of the EDMS system and Imaging Operations to develop new functionality as directed by the Department’s Project Manager;
5. deploying, configuring, and integrating new software products, as directed by the Department’s Project Manager;
6. using OnBase product Application Programming Interfaces (APIs) and other resources to develop programs that interact with EDMS and with other Department systems;
Typical activities may include, but are not limited to:

(11) performing operational and maintenance tasks on Records Management systems and supporting tools;
(12) serving as technical support for Records Management software; and
(13) consultation services such as:
   a. coordination with OnBase support personnel; and
   b. coordination with the Department’s IT Staff, OTS Staff, and OnBase representatives during any system upgrades and planned/unplanned system outages.

Typical programming projects include, but are not limited to:

(14) electronic document submittal to the EDMS. This project allows members of the Department and users outside of the Department to submit digital documents to EDMS without printing to paper;
(15) updating and tracking submittal forms and facilitating bulk submittals;
(16) application development to support the Department’s digital signature processes;
(17) development and support of document attribute search tools;
(18) improvements in managing the topic file material within the present structure of the EDMS;
(19) developing applications and tools for e-mail records management and discovery;
(20) developing OnBase and other applications for managing records that are not made public through the EDMS; and
(21) assist and cooperate in providing a smooth transition and knowledge transfer to another contractor should someone else be selected at the end of the contract.

3.2.2.1 Configuration Requirements

The software system being installed shall be designed and configured by the Contractor to operate within the Department’s hardware, software, and networking environments as specified in this Statement of Work.

3.2.3 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 may include, but are not limited to:
(1) providing research assistance in the area of Records Management policy. Research topics 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 and track public records requests in accordance with state law. The Department receives approximately one thousand three hundred (1300) public records requests per year;

(4) facilitating public access to the Department’s records for visitors to Public Records Centers. Contractor personnel shall be available to provide Public Records Center services, Monday through Friday, 8:00 a.m. to 4:30 p.m., in person at the Department’s Headquarters office or via phone or teleconferencing to visitors of the Department’s regional offices. Each Public Records Center is equipped with a dedicated workstation configured to search EDMS. 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 include but are not 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’s 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) provide transportation as needed for active records and/or personnel between the facilities listed on Exhibit B, Records Storage Locations.

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

3.2.4 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 may include, but are not limited to:

1. providing research assistance in the area of Records Management policy. Research topics 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. For example, 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. disposal of records that have reached their retention period; and

9. provide transportation as needed for inactive records and/or personnel between the facilities listed on Exhibit B, Records Storage Locations.

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

3.2.5 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 may include, but are not 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 includes 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’s 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 yearly by June 30, 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 updating Internet page design, writing articles for the Department information outlets, and developing PowerPoint presentations.

Contractor travel to regional offices for communications and training may be required per records management event or negotiated intervals.

3.2.5.1 Training Requirements of Contractor Personnel

For any Contractor personnel housed in Department facilities, the Contractor shall complete the training set forth below. Louisiana Employees Online (LEO) will issue an identification number for the Contractor’s use enabling access to the online training in LEO.

3.2.5.1.1 Annual Training

The Contractor shall complete annual training in LEO during the initial contract year, within ninety (90) calendar days of the start of the contract term, and training during subsequent contract years annually thereafter.

(1) LA Code of Governmental Ethics – This course provides a general overview of the provisions of the Code of Governmental Ethics as it applies to public servants, elected officials, public employees and members of Boards and Commissions. The average completion time for this course is sixty (60) Minutes (minimum sixty (60) Minutes, maximum ninety (90) Minutes).

(2) CPTP SCS Prevent Sexual Harassment – This course is designed to raise awareness regarding the prevention of sexual harassment. The average completion time for this course is sixty (60) Minutes (minimum sixty (60) Minutes, maximum seventy five (75) Minutes).
(3) CPTP SCS Cybersecurity Awareness – The course provides information to identify key indicators of cyber threats, use countermeasures to safeguard against cyber threats, apply strategies to limit the damage in the event of a cyber-attack. The average completion time for this course is thirty five (35) Minutes (minimum thirty (30) Minutes, maximum forty five (45) Minutes).

3.2.5.1.2 Quarterly Safety Training

The Contractor shall complete quarterly safety training in LEO during the initial contract quarter and training during subsequent quarters thereafter.

3.2.6 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 may include, but are not 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.

3.2.6.1 Turnaround Time

Imaging Services shall be accomplished within a two (2) business day turnaround time from document receipt to image committal. At the discretion of the Department’s 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. 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.

3.2.6.2 Hardware and Software

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

3.2.6.3 Quality Control and Timeliness Assurance

The Contractor shall scan, image, import and index all documents accurately. The Contractor shall provide a service for users to audit their past submissions and submit correction requests online. 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. Corrective action will begin immediately after the errors are discovered, and the Contractor will work with the Department Project Manager to ensure that the errors are corrected in a timely manner. If the errors cannot be corrected within one (1) business day, the Contractor will provide a written explanation as to the length of time it will take to make corrections. Error and correction reports will be delivered monthly with the invoice and status report.

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 (2) business days/month, the Contractor will work with the Department’s Project Manager to correct the problem.

3.2.7 Imaging Technical Support

The Contractor shall coordinate all aspects of the Imaging Technical Support Function. This function shall include all activities and resources required to provide Imaging Technical Support services, including technical programming. The Contractor will provide technical support, including technical programming, over Imaging Services using onsite personnel.

3.2.8 Project Management Work Plan

Within twenty-one (21) calendar days following the start date of the contract, the Contractor shall submit a Project Management Work Plan including:

(1) the final methodology for performing all tasks required under the contract as indicated in SOW this Section 3.0;
(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 shall 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’s 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’s Project Manager. The Department’s 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's 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.

4.0 PROJECT SCHEDULE

The project schedule shall be determined by the Department and the Contractor and shall be in accordance with the approved Project Management Work Plan.

5.0 PROJECT PERSONNEL, DESIRED QUALIFICATIONS AND RESPONSIBILITIES

The Contractor shall provide adequate assigned on-site staff to accomplish the required tasks within the timeframe specified. The Department anticipates that the functions described in the Statement of Work may be shared by combinations of project personnel (dual assignments). 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 are not limited to:
## Key Project Personnel

***Resumes must be provided for all key project personnel.***

<table>
<thead>
<tr>
<th>Project Personnel</th>
<th>Responsibilities</th>
<th>Desired Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
<td>management of the project and compliance, assignment of staff, project management work plan and report preparation, contract administration, preparation of Work Order responses and other tasks as assigned</td>
<td>Bachelor’s degree plus three (3) years’ project management experience in records management, document imaging, and process workflow.</td>
</tr>
<tr>
<td><strong>Professional staff (Records Supervisor(s) and Records Analysts)</strong></td>
<td>Coordination and preparation of records management compliance, policy coordination and development, training and fulfilling public records requests</td>
<td>Bachelor’s degree plus three (3) years’ relevant experience. Further education, such as an official certification or Master’s Degree in records management, information science, and/or library science may be provided in lieu of experience.</td>
</tr>
<tr>
<td><strong>Programmer / Consultant(s)</strong></td>
<td>Records management and imaging technology development, support and maintenance</td>
<td>Bachelor’s degree plus three (3) years’ relevant experience with application development using Oracle and SQL databases; familiarity with Windows server and client configurations; and platforms named in Attachment 1, SOW Section 3.2.2; and a basic understanding of document and records management concepts</td>
</tr>
<tr>
<td><strong>Records/Imaging Technician</strong></td>
<td>Imaging operations</td>
<td>High school diploma or HiSET (High School Equivalency Test) plus three (3) years’ experience working with records in an active file room, inactive records center, document imaging center, or electronic document management system.</td>
</tr>
</tbody>
</table>

## Other Project Personnel

<table>
<thead>
<tr>
<th>Project Personnel</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subject Matter Experts/Senior Consultants</strong></td>
<td>Current employee or subcontract Experts to be on call shall collectively include but are not limited to: Certified Records Manager, Certified Document Imaging Architect, Master of Library, and/or Information Science, experience with OnBase, other subject matter experts. These experts shall be on call as needed to address specific needs.</td>
</tr>
</tbody>
</table>
6.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the Contract to ensure the successful completion of assigned projects. 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 3.2.8 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 shall keep the Department’s 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’s 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 (2) weeks of the end of the preceding month. Reports for multiple activities may be sent
together, but shall 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’s LaGov 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
shall clearly support the Contractor’s request for payment for the corresponding billing
period).

The Monthly Progress Report shall 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

If 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 specifically outlined in this Statement of
Work. SOW Section 3.3, Other Activities 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 B, signed by the
Department’s 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 shall, 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 3.2.8);
- Monthly Progress Reports (Section 6.1); and
- Additional deliverables as required by Work Order specifications.

One (1) reproducible original of the report should be sent to the attention of the Department’s Project Manager. 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 the 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) operate a public customer service center and website that can provide information on the Public Records Request process.

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

(4) provide the use of cubicles and work stations as needed for the Contractor’s work and conference rooms throughout the building, available by reservation;

(5) provide all necessary hardware (i.e. scanners, desktops and/or laptops, printers, copiers, and servers) and purchase the necessary software licenses for Imaging Services;

(6) provide supplies associated with storage and disposal of active and inactive records (i.e., binder clips, folders, boxes);

(7) issue Work Order requests as needed;

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

(9) 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’s Project Manager will monitor the progress of the Contractor 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;
and

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

The Department’s Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals and by performance of audits as discussed in SOW Section 3.2.6.3 Quality Control and Timeliness Assurance.

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 the 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 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 Contractor’s Project Manager is mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor’s invoice. Only one (1) line item shall be charged.

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

9.2 Facilities Management

The Facilities Management payment items (Line Items 3-10 of the Schedule of Prices I) shall include but is not limited to, all of the activities and resources described in its corresponding Section (3.2.1 through 3.2.8) 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 tasks described in individual Work Orders, as issued in accordance with SOW, Section 6.2,
Operation of the Contract. 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 any additional work or the maximum number of units included by the Contractor in his Work Order estimate. If, during the course of the work, the Contractor discovers that the original Work Order 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.
EXHIBIT A

“Records Management and Document Imaging Support”
Louisiana Department of Environmental Quality

Functional Organization Chart
EXHIBIT B
Records Storage Locations

“Records Management and Document Imaging 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.

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acadiana Regional Office</td>
<td>111 New Center Drive, Lafayette, LA 70508</td>
</tr>
<tr>
<td>Bayou Lafourche Regional Office</td>
<td>125 Barataria St., Lockport, LA 70374</td>
</tr>
<tr>
<td>Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO))</td>
<td>602 N. Fifth St., Baton Rouge, LA 70802</td>
</tr>
<tr>
<td>Kisatchie Central Regional Office</td>
<td>2800 S. MacAuthur Dr., Suite A, Alexandria, LA 71301</td>
</tr>
<tr>
<td>Northeast Regional Office</td>
<td>508 Downing Pines Road, West Monroe, LA 71292</td>
</tr>
<tr>
<td>Northwest Regional Office</td>
<td>1525 Fairfield, Room 520, Shreveport, LA 71101-4388</td>
</tr>
<tr>
<td>Southeast Regional Office</td>
<td>201 Evans Road, Bldg 4, Suite 420, New Orleans, LA 70123-5230</td>
</tr>
<tr>
<td>Southwest Regional Office</td>
<td>1301 Gadwall Street, Lake Charles, LA 70615</td>
</tr>
<tr>
<td>LDEQ Warehouse</td>
<td>1824 Commercial Drive, Port Allen, LA 70767</td>
</tr>
<tr>
<td>Department of Agriculture and Forestry</td>
<td>5825 Florida Blvd., Baton Rouge, LA 70806</td>
</tr>
<tr>
<td>Louisiana State Archives</td>
<td>3851 Essen Lane, Baton Rouge, LA 70809</td>
</tr>
</tbody>
</table>
**ATTACHMENT 2**

**SCHEDULE OF PRICES I**

**Monthly Tasks**

"Records Management and Document Imaging Support"

**Louisiana Department of Environmental Quality**

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Pay Item Description</th>
<th>Payment Unit</th>
<th>No. of Units²</th>
<th>Unit Rate¹</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commencement Conference</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Commencement Conference Call</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Facilities Management (Line Items 3, 4, 5, 6, 7, 8, 9, 10)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Manage Records in Compliance with Laws and Standards</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Utilization of Appropriate Technology</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Active Records</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Inactive Records</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Policy Communications, and Training</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Imaging Operations</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Imaging Technical Support</td>
<td>Monthly</td>
<td>36</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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 not provided by the Department, 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., number of units listed in table above) will be performed. The Department will pay the Contractor only for the actual work performed.
## ATTACHMENT 2
### SCHEDULE OF PRICES II
### Labor Categories

**“Records Management and Document Imaging Support”**

**Louisiana Department of Environmental Quality**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate¹, ²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>Professional Staff</td>
<td></td>
</tr>
<tr>
<td>(Records Supervisor(s) and Records Analysts)</td>
<td></td>
</tr>
<tr>
<td>Programmer/Consultant(s)</td>
<td></td>
</tr>
<tr>
<td>Records/Imaging Technician</td>
<td></td>
</tr>
<tr>
<td>Subject matter experts and/or Senior Consultants</td>
<td></td>
</tr>
</tbody>
</table>

*ALL BLANKS MUST BE COMPLETED*

¹Rates 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 not provided by the Department, 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.

²Each 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's Project Manager.
ATTACHMENT 3

Form A

MONITORING REPORT

Date: ______________________  LaGov No. ________________

Contractor: ____________________________________________________________

Project Title:  “Records Management and Document Imaging Support

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)

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Page 1 of 2
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
LDEQ WORK ORDER

Department LaGov No.:_________ Contractor: __________________________

Project Title: “Records Management and Document Imaging Support”

Work 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
Attachment 3  
Form C  
HVI INVOICE TRACKER

CONTRACT TITLE:  "Records Management and Document Imaging Support"  
INVOICE #:  

CONTRACTOR:  
LAGOV #:  

REPORTING PERIOD:  

<table>
<thead>
<tr>
<th>EXPENDITURE INCURRED BY</th>
<th>NAME (If Subcontractor)</th>
<th>BUSINESS ENTERPRISE (check appropriate box)</th>
<th>LED CERTIFICATION NUMBER</th>
<th>$ AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR</td>
<td>SUBCONTRACTOR</td>
<td>LAVET</td>
<td>HUDSON</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL INVOICE  $0.00

*This form must be submitted with all invoices for contracts where RFP points were earned for the use of LaVet and/or SE-HI.*

I certify that a good faith effort has been made to obtain LaVet and/or Hudson Initiative vendor participation for the reporting period reflected above:

________________________________________  
SIGNATURE  
________________________________________  
DATE