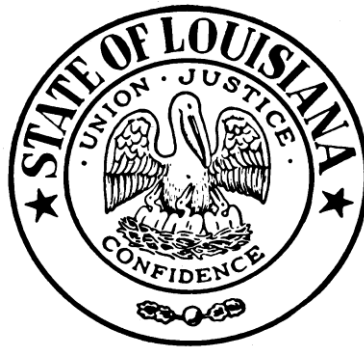


REQUEST FOR QUALIFICATIONS

for

LED Strategic Relocation and IT Infrastructure Modernization



Bid Number: 251008-2024-01

Statement of Qualifications Due Date/Time: Sunday, November 3, 2024

**State of Louisiana
Louisiana Economic Development**

RFQ Issue Date: Monday, October 7, 2024

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REQUEST FOR QUALIFICATION FOR LED Strategic Relocation and IT Infrastructure Modernization

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Qualification (RFQ) is to obtain competitive Statements of Qualification from qualified Proposers who are interested in providing, for the Louisiana Economic Development (LED), services to facilitate the relocation of our current IT equipment from the existing LED offices to the new LED offices. This project will also involve transitioning the LED server infrastructure to a new data center. Additionally, during the move, the existing IT infrastructure will be thoroughly evaluated and updated as necessary to ensure that LED remains well-positioned for continued success.

1.2 Background

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

A key element of LED's strategy for future success is relocating from its current state buildings to more prominent locations that underscore Louisiana's commitment to economic growth. At present, LED's staff of approximately 180 professionals is housed in two state-operated buildings in downtown Baton Rouge. The new offices, also located downtown, are being acquired, updated, and configured for a seamless move, with staff expected to occupy them by the end of February 2025.

The IT infrastructure is crucial to LED's operations and success, and to ensure a smooth and low-risk transition, the IT infrastructure will be relocated separately from other LED assets. As part of this move, the LED network and server infrastructure, currently housed in a state data center operated by the Office of Technology Services (OTS) in Baton Rouge, will be transitioned to a yet-to-be-determined commercial data center within Baton Rouge. This move is an integral part of the overall IT strategy.

While the move may present temporary inconveniences, it also offers opportunities for LED. The relocation will involve a complete restructuring of the existing network and server infrastructure, along with a reevaluation of the technologies in use. Any outdated or insufficient technologies will be updated or upgraded as needed, ensuring that LED continues to operate with industry-standard, best-of-breed technologies.

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

LED seeks to achieve the move with minimal interruption of services to the public, economic partners, and LED staff. The Scope of *Work (Part II, Section 2.1)* is a single component for the purpose of obtaining the most capable and efficient Proposer to support said objectives by having knowledge, resources, and physical ability to complete the project.

A Proposer must be capable (through its own staff or through specified arrangements with third party Contractors) to perform all services requested within the component in order to be considered. The single component allows the prospective Contractor the ability to submit one Statement of Qualification in response to a collection of services to be rendered.

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

The amount allocated to the Contractor will be determined during contract negotiations, and the contract will reflect a maximum amount payable under the contract. However, all payments will be based on actual work performed and in accordance with the processes for approval.

1.3 Goals and Objectives

The primary goals of this project and the resulting contract are to successfully relocate the LED IT infrastructure from two existing office buildings to two new office locations and to transition the IT network and server infrastructure from the current OTS data center to a new commercial data center within Baton Rouge. As part of the overall project, all existing LED IT technologies will be thoroughly evaluated, with upgrades implemented where necessary.

The objective of the project is to complete the relocation of both offices with minimal operational risk, no incidents, and in the shortest time possible, ensuring readiness for LED staff by the end of February 2025. Additionally, the LED IT infrastructure will be fully transitioned from OTS to LED management and successfully moved to a new data center, without incidents or prolonged system downtime, and fully prepared for the staff's arrival at the new offices.

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

1.4 Term of Contract

The term of any contract resulting from this RFQ may begin as early as December 1, 2024. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. 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 three (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.

1.5 Definitions

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

1.6 Schedule of Events

Schedule of Events	Date
RFQ post to LaPAC	Monday, October 7, 2024
Deadline for receipt of written inquiries	Monday, October 21, 2024
Deadline to answer written inquiries	Monday, October 28, 2024
Deadline for receipt of Statements of Qualification	Sunday, November 3, 2024

Notice of Intent to award announcement, and 14-day protest period begins, on or about	Sunday, December 1, 2024
Contract execution, on or about	Sunday, December 1, 2024

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

1.7 Statement of Qualification Submittal

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

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

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

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

Proposers needing assistance regarding Statement of Qualification emails should visit:

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

Or contact:

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

1.8 Statement of Qualification for Proposer

1.8.1 Mandatory Qualifications:

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

- The Proposer shall be a strategic consulting Informational Technology firm with five (5) or more years of experience with implementation, relocation, and maintenance of IT infrastructure, voice over internet protocol (VOIP), development, enhancement, integration, support, and security (including Two-factor Authentication, Endpoint Security, and System Vulnerability Assessment).
- Proposers (through its own staff or through specified arrangements with third-party subcontractors) shall demonstrate that the proposed staff has the necessary experience and knowledge to successfully implement and perform the tasks and services listed within the RFQ scope of work prior to the deadline for receipt of Statements of Qualification.
- Proposers shall certify the staffing requirements and response time requirements as detailed within Tasks and Services will be met. Proposers should provide resumes for individual staffers reflecting experience with the relevant qualifications identified below.
- Proposers shall provide the following capabilities information:
 - Description of experience working on projects most similar in scope and function to the proposed Contract.
 - An exact copy of a current SOC 2, Type II report resulting from the SSAE 18 engagement assessment. As an alternative to the SSAE 18 engagement and resulting SOC 2, Type II report, Proposers shall complete and submit the Office of Technology Services (OTS) Third-Party Information Security Questionnaire located at the following website: https://www.doa.la.gov/media/ylqaagyx/ispthirdparty_infosecquestionnaire.xlsx
 - Proposers shall also provide a quality control plan [such as third-party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], other independent Contractor project or performance review or audit report.

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

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

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

1.8.2 Desirable Qualifications:

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

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

The Proposer's team should include individuals with resumes that reflect significant experience as described in paragraph 1.8.1 above. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

1.9 Statement of Qualification Response Format

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

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents

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

1.9.3 Executive Summary

This section serves to introduce the scope of the Statement of Qualification. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the Statement of Qualification is valid for a period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State's overall requirements in the timeframe(s) set by the Using Agency.

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

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

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

1.9.4 Company Background and Experience

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

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

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

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

1.9.5 Approach and Methodology

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

The Proposer should:

1. Provide Proposer's understanding of the nature of the project and how its Statement of Qualification will best meet the needs of the state agency.
2. Define its functional approach in providing the services, and in developing a detailed design reflecting the most effective means of accomplishing system functions, tasks, and services within the agency's existing infrastructure.
3. Define its approach for system and data security, identify areas of project risk, and procedures to mitigate risks.
4. Define its methodology and functional approach in identifying the tasks necessary to meet requirements, and for system development of new programs.
5. Describe the approach to Project Management and Quality Assurance.
6. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

7. The Proposer should outline how it will ensure that work will begin by December 15, 2024, successfully and timely complete the services, a final report, and post-service recommendations on or before February 28, 2025, or in the event of contract term extensions, on or before December 31, 2025.
8. Present innovative concepts for consideration, if any, for the State's consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the program. This is an opportunity for the Proposer to demonstrate original or creative ideas.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

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

1.9.7 Veteran and Hudson Initiative Programs Participation

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small 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 Louisiana Economic Development. All eligible vendors are encouraged to become certified. Statement of Qualification requirements and online certification are available at the following URL:
<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

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

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

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

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

<https://www.legis.la.gov/legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:

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

The rules for the Veteran Initiative (LAC 19: IX Chapters 11 and 13) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at:

<https://www.doa.la.gov/media/tjzf4lck/19v01-07.pdf>

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

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

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

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

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

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

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

B. Proposer Status and Allotment of Reserved Points:

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFQ.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFQ.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFQ.

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

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

LaVet or Hudson certified small entrepreneurship Subcontractor information:

Circle which initiative applies: HUDSON INITIATIVE

VETERAN INITIATIVE

Subcontractor Name: _____

Detailed Description of Work to be performed: _____

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

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

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

1.9.8 Cost Statement of Qualification

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFQ. For information purposes only, the Proposer should provide for the project’s proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

1.9.9 Certification Statement

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

1.9.10 Outsourcing of Key Internal Controls:

The LED does not outsource internal key controls.

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

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

1.10 Signed Submission of Statements of Qualification

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

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

1.11 Technical and Cost Statement of Qualification

The State requests the following:

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

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

1.12 Legibility/Clarity

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Statements of Qualification prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFQ are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its Statement of Qualification.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

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

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

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

1.14 Statement of Qualification Clarifications Prior to Submittal

1.14.1 Pre-Statement of Qualifications Conference

Not required for this RFQ.

1.14.2 Proposer Inquiries

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

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

The State will consider written inquiries and requests for clarification of the content of this RFQ received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFQ should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events on the following websites:

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

and

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

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

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

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

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

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

1.14.3 Blackout Period

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

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

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

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

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

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

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

1.15 Error and Omissions in Statement of Qualification

The State reserves the right to seek clarification of any Statement of Qualification for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFQ by issuing an addendum to the RFQ at any time. Addenda, if any, will be posted at:

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

It shall be the responsibility of the Proposer to check the website for addenda to the RFQ.

1.17 Withdrawal of Statement of Qualification

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

1.18 Waiver of Administrative Informalities

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

1.19 Statement of Qualification Rejection/RFQ Cancellation

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

1.20 Ownership of Statement of Qualification

All materials submitted in response to this RFQ shall become the property of the State. Selection or rejection of a Statement of Qualification shall not affect this right.

1.21 Cost of Offer Preparation

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

1.22 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by LED. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its Statement of Qualification, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance

certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract. LED reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFQ shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

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

Proposers should ensure that their Statements of Qualification contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFQ shall also be required for each subcontractor, if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding and formally recorded in the final contract.

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

1.26 Acceptance of Statement of Qualification Content

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

1.27 Evaluation and Selection

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

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

1.28 Best and Final Offers (BAFO)

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

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

1.29 Contract Award and Execution

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. The Proposer should submit in its Statement of Qualification any

exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

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

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The Statements of Qualification received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each Statement of Qualification considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the LED Appointing Authority, or their designee, within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the LED Procurement Team.

1.31 Right to Prohibit Award

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

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

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

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

1.32.2.2 Commercial General Liability

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

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

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

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.32.4 Other Insurance Provisions

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

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.32.4.2 Workers Compensation and Employers Liability Coverage

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

1.32.4.3 All Coverages

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

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

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

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

1.32.5 Acceptability of Insurers

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

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

1.32.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Economic Development, Its Officers, Agents, Employees and Volunteers

LaSalle Building 11th Floor, 617 North Third St., Baton Rouge, LA 70802

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

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.32.8 Workers Compensation Indemnity

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

1.33 Duty To Defend

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

1.34 Liability and Indemnification

1.34.1 Contractor Liability

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

1.34.2 Force Majeure

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

1.34.3 Indemnification

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

1.34.4 Intellectual Property Indemnification

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

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

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

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

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

1.34.5 Limitations of Liability

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

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

1.34.6 Other Remedies

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

1.35 Payment

Payments are predicated upon successful completion of each project phase and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the LED Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.35.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

1.36 Termination

1.36.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.36.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.36.3 Termination for Non-Appropriation of Funds

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

1.37 Assignment

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

1.38 Right to Audit

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

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

1.40 Record Ownership

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

1.41 Entire Agreement/ Order of Precedence

The contract, together with the RFQ and addenda issued thereto by the State, the Statement of Qualification submitted by the Contractor in response to the State's RFQ, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFQ and the Contractor's Statement of Qualification) shall take precedence, followed by the provisions of the RFQ, and then by the terms of the Contractor's Statement of Qualification.

1.42 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.43 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his Statement of Qualification.

1.44 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.45 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.46 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.47 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.48 Prohibition of Discriminatory Boycotts of Israel

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

1.49 Security

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

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

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

1.49.1 Cybersecurity Training

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

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

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

This project encompasses the following key tasks

1. Relocation of IT Infrastructure:

- Relocate the entire LED IT infrastructure including the VOIP infrastructure from two existing office buildings to two new office locations.
- Reconfigure all existing and newly purchased user centric IT equipment and software for new offices and implemented software enhancements
- Document all network, server, and workstation configurations after move completion in sufficient detail to allow LED IT Staff to maintain the IT infrastructure and transition the operations to LED IT personnel

2. Data Center Transition:

- Transition the IT network and server infrastructure from the current OTS data center to a new commercial data center within Baton Rouge.
- Implement all required network and server hardware and software services required for reliable IT service operations
- Document all network, server, and workstation configurations after move completion in sufficient detail to allow LED IT Staff to maintain the IT infrastructure and transition the operations to LED IT personnel

3. Evaluation and Upgrade of IT Technologies:

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

4. Ensure Network Security

- Configure all network equipment, servers, and workstations to use LED approved security software
- Provide both internal and external network penetration tests following completion of all moves to validate security measures and implementation

5. Ongoing Support

- Provide ongoing network IT and VOIP support when requested by LED IT Staff
- Perform IT support in a fashion to facilitate knowledge transfer to LED IT Staff
- Recommend a proposed LED IT staffing model to support post-relocation and IT infrastructure modernization
- Implement network and server software monitoring services to ensure proper operation of LED network and server infrastructure

2.2 Task and Services

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

- Conduct detailed IT survey and inventory of all current LED IT hardware including but not limited to workstations, laptops, video production system, phones, tablets, printers, scanners, docking stations, monitors, uninterruptable power supplies (UPS), all networking equipment and software, all servers and server software to create a detailed report from the survey for review by LED IT Staff – the survey must include granular hardware specifications, configurations and software versions and configurations
- In concert with LED IT Staff review and evaluate IT survey report to determine if any of the technologies deployed should be upgraded or updated to ensure at the completion of the LED IT move
- At the request of LED, for all technologies, both hardware and software, to be upgraded, updated, or new technologies to be implemented, provide LED with product options from a minimum of three different manufactures, and include a minimum of three strengths and three weaknesses for each product identified. This will enable the LED to implement the best solution for LED, and is using best of breed IT technologies
- Together with LED IT Staff, develop a proposed staffing model for future LED IT operations to include job descriptions and responsibilities
- Work in concert with LED staff to assemble list of IT controls to be submitted to OTS/Commissioner for approval to proceed with transition
- Work with LED IT and Procurement staff to acquire any hardware or software needed for the project Note: all hardware and software will be purchased via normal state purchasing channels and procedures to ensure the best possible value for the state
- Work in conjunction with LED staff to locate suitable data centers within the Baton Rouge area
- Conduct required site surveys of existing and new LED offices to plan and prepare for IT moves
- Verify future office network closets will provide adequate cooling and fire suppression system for network components and possible server hardware to be housed within these closets
- Detail required uninterruptable power supply requirements for network components and servers located within network closets with needed uptime defined by LED IT Staff
- Provide all required packing and shipping material needed to ensure LED IT equipment is protected from any damage during the move
- Provide all required equipment, including transportation needed to physically move the IT equipment from current offices to new offices and data center
- Provide adequate personnel to begin and complete the move over single weekend, a 48-hour period; this does not include moving the equipment to the data center which will be completed at a different time
- Tear down and packing of all IT equipment to be moved
- Setup and configuration of all IT equipment in new locations; both offices and new data center, including upgraded or updated hardware and software
- During network setup at new office and data center, ensure all network hardware including all cabling is labeled and organized for easy identification and maintenance

- Work with LED IT Staff, office building management, and selected vendors to acquire redundant Internet access at both new LED office locations
- Setup and configure redundant Internet connectivity with fully automated failure functionality at both new LED office locations and the data center – this includes all necessary secure network tunnels and routing between all three locations
- In concert with LED IT Staff identify network firewall technology to be implemented along with firewall placement, configuration, and implementation
- Working with LED IT Staff, define LED specific security policies, including access controls
- Working with LED IT Staff identify intrusion detection/prevention systems (IDS/IPS) and security monitoring to be utilized then setup, configure, and deploy the systems
- Configure the new LED network to allow remote access for LED staff and selected support vendors via VPN and web based remote desktop services
- Work in concert with LED staff and building staff of both new offices, on the installation of needed network wiring, equipment, and wireless access points
- Setup, and configure both wired and wireless network services
- Work with the LED Audio and Video (AV) vendor to setup, configure, and test AV equipment, including network and conference room VOIP functionality
- Work directly with print and copier vendor to setup and configure network print, copy, scan, and fax functionality for all network devices at all new LED offices and data center
- Work directly with State Office of Technology Services to transition existing LED network infrastructure and services from the OTS data center to the new data center
- Transfer all VOIP services and hardware from OTS to LED to include porting all existing LED phone numbers
- Install and configure a confidential listserve accessible via the Internet for use by authorized LED partners
- Migrate all existing users and data from existing confidential listserve currently located within OTS data center
- Setup and configure all network infrastructure and services, including upgraded or updated hardware and software, at new data center and transfer operation to LED IT Staff when complete
- Plan for redundancy and failover mechanisms of all network services to ensure high availability
- Install and configure a confidential list server accessible via the Internet for use by authorized LED partners. Working with LED IT Staff, develop an IP addressing scheme and subnetting plan
- Working with LED IT Staff, design network segmentation (VLANs) for security and performance optimization
- Work directly with OTS to create a new domain name, led.la.gov, and transfer ownership and management of the domain to LED
- In concert with LED staff, implement Microsoft Office 365 services, including transfer of all existing email mailboxes from current LED email servers to Office 365
- In tandem with LED IT Staff implement email archive and eDiscovery functionality and processes with needed record retention schedules
- Together with LED IT Staff, implement, configure, setup automated reporting, and system updates for filtering for malicious emails and spam

- Implement Microsoft Bookings (part of Office 365) and fully integrate the reservation functionality with Office 365 across the entire LED staff for various internal registration requirements (example: conference rooms)
- Setup, configure, and test all backups of network equipment and servers to ensure data recovery in the event of hardware failure, data corruption, or natural disaster
- Implement Mobile Device Management (MDM) services for management of mobile devices used by LED staff
- In concert with LED IT Staff develop standard workstation and laptop software configurations and create appropriate software images for different equipment configurations for both PC and Mac computers and laptops
- Implement service desk ticketing system, to be chosen by LED IT Staff – this includes setup, configuration, and system deployment
- Working with LED IT Staff install, setup, configure, and deploy network, server, and end-point protection across the entire new LED network including both new offices and the data center
- Setup, configure, and deploy network monitoring software and services to monitor, as determined by LED IT Staff, network hardware, servers, and services, including network security with requisite alerts to LED IT Staff
- Work in conjunction with the LED IT Staff and LED Application team to ensure LED applications deployed in the cloud, which are vital to LED operations, remain available to LED staff at all times during the IT equipment move – Note: The LED applications deployed in the cloud are NOT part of this move and will remain in place were they are currently deployed
- Working with LED IT Staff, and appropriate building maintenance personnel, conduct a review of available redundant emergency and backup power available at the new LED office locations which will be accessible to select LED IT equipment – If requested work with LED IT Staff and building management to specify backup requirements
- The Contractor will provide twenty-four (24)-hour support at both new offices and data center as requested verbally or in writing for LED IT systems, network infrastructure, and VOIP services seven (7) days a week during the contract period. Following Contractor’s receipt of a verbal or written request from LED, response time for support shall be one hour or less during normal business hours (Monday-Friday, 8:00 a.m-5:00 p.m.), or within one (1) hour the next business day if after normal business hours.
- Support hours will be provided via a block of support hours and included in the final overall contract – additional support hours if requested by LED IT Staff will be purchased at prearranged price to be indicated within the project contract
- When the moves are fully complete, provide LED staff with comprehensive and granular documentation of the networks, to include at a minimum, network equipment setup, configurations, port level maps/diagrams of physical networks, user workstation configurations, final user workstations software images, for both new offices, and data center
- Provide twenty-four (24) hours of knowledge transfer to LED IT Staff within thirty (30) days of the completion of the moves on any new systems, software, and technologies as part of the move

2.3 Deliverables

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

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

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

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

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

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

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

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

Phase 1 – Project Scope, Gantt Chart, and initial move preparations

Tasks and deliverables include:

- Written summaries of interviews or meetings with the LED staff with verification by LED staff
 - Summaries should include key discussion points, decisions, and action items
- New office, existing technology and OTS data center surveys with corresponding reports and technology recommendations where appropriate
 - Technology survey reports should assess the current state of technology, infrastructure, and space requirements
 - All recommendations must align with the project's goals and the future needs of LED and be justifiable

- Documented and verified contact with OTS, new office representatives, and all third-party contractors involved in the project. This written verification should confirm that all necessary parties have been contacted and are aware of their roles and responsibilities
- Work with LED IT Staff to identify a suitable data center within Baton Rouge for this project. Also, ensure that the selected data center meets all technical and operational requirements.
- Provide assistance when requested with the procurement of updated, upgraded, or new technologies
- Recommend a proposed LED IT staffing model, which includes job descriptions and responsibilities, to support post-relocation and IT infrastructure modernization
- Work in concert with LED staff and OTS to assemble a list of IT controls to be submitted to the Commissioner of Administration for approval to proceed with transition
- Create checklists with a level of detailed determined by the LED, to be used by LED and all others involved in the move and all aspects of the project to ensure all move tasks are fully completed

Phase 2 – Data Center Move

Tasks and deliverables include:

- Written summaries of interviews or meetings with the LED staff with verification by LED staff present summaries will include These summaries should include key discussion points, decisions, and action items
- Regular updates of project checklists
- Successful completion, including validation testing, of movement of existing LED network and server infrastructure from the OTS data center to the selected LED data center
- Successful deployment and validation testing of LED IT helpdesk ticketing system
- Successful completion of movement of all IT services from OTS to LED to include:
 - Creation of new LED Active Directory Windows Domain structure and services
 - Establishment of Active Directory Organizational Units per LED IT Staff guidance
 - Creating of initial Group Policy Objects per LED IT Staff direction
 - Creation and movement of led.la.gov domain to LED management
- Implementation, deployment, and validation testing of all industry standard network services to be housed in the data center including:
 - File sharing services
 - Print services
 - Local and external DNS
 - Backups
 - DHCP
 - User account creation and security group creation
 - Email setup within O365 including migration of all existing email mailboxes and archives from OTS to LED IT services
 - Network and server monitoring and alerts
 - User remote access via VPN and web based remote access
- Working with LED IT Staff to validate all approved IT controls are in place, configured, and functioning properly as defined
- In conjunction with LED IT Staff to test and validate all backup and restore processes

Phase 3 – User IT Equipment Move to New Offices

Tasks and deliverables include:

- Written summaries of interviews or meetings with the LED staff with verification by LED staff present summaries will include These summaries should include key discussion points, decisions, and action items
- Regular updates of project checklists
- Tear down, movement, setup and validation testing of all remaining IT equipment and user workstations from current offices to new offices over the period of a weekend to be selected by LED management
- Maintain an onsite presence at each of the new office locations following the move for three business days to aid LED IT Staff with troubleshooting and resolving issues with the network, user workstations, servers, and other IT either installed or moved to the new offices
- Together with LED IT Staff to re-validate all prior approved IT controls are in place, configured, functioning properly as defined, and test and validate remaining IT controls implemented during this phase

Phase 4 – Maintenance

Tasks and deliverables include:

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

2.4 Technical Requirements

Data Security and Compliance:

As related to this project, all personnel, upgraded or new hardware and software, and future the data center must be fully compliant with Louisiana Information Security Policy, the current version as of RFQ publishing is V1.03. The policy and all other requirements are located here for review:

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

Data Center requirements:

- Data Center located within area local to Baton Rouge Louisiana to ensure lowest possible network latency
- Data Center must be a minimum level of Tier III
- Current SOC and SAS 70 Type 2 certifications for the facility
- The data center must offer collocation rack units in discreet 42U units, NO shared rack space with another entity, with rack door locks which only LED staff will have access to ensure in server rack security

- 24x7x365 monitoring of all supplied utilities, cooling, and network connections must be provided
- Provided unlimited phone support during normal business hours, and during emergencies. After hours phone support will be provided within 1 hour
- Be able to provide access logs to all personnel who access the server room, this includes vendor staff, staff of any other clients, visitors, maintenance and repair personnel
- Provide comprehensive site security to include: 24x7x365 video surveillance, access control, building and campus security, in addition to access to video surveillance and access logs when requested
- Ability to provide LED required quantity of class C IP addresses which are fully accessible from the Internet to each network rack

Office Network Requirements (both locations):

- All client network connections must be a minimum of one (1) gig connections
- Specific client workstation connections must be ten (10) gig, to be identified
- Optical Fiber network connections as required by client workstations, to be identified
- Wireless access points will be a minimum of the Wi-Fi 6 standard, able to handle a minimum of two-hundred (200) users simultaneously per access point, with all wireless devices receiving a minimum signal strength of -60 decimal mill watts (dBm) in all areas of the new LED offices at both locations
- Networks within offices must be fully segmented with VLANs which are accessible from wired and wireless networks.
- Wireless network must include guest access which will allow access to the external internet only and this network must be isolated from the LED networks
- Internet access will be via a minimum of one (1) gig symmetrical connections

Testing and Validation:

- Conduct a thorough testing and validation process post-move to ensure all IT systems and infrastructure are fully operational and meet LED's requirements.
- Include user acceptance testing (UAT) with LED staff to ensure all systems are functioning correctly in the new environment.
- Outline a rollback plan in case critical issues arise during or after the move.

2.5 Project Requirements

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

Tentative Phase Completion Dates:

- **Phase 1: Project Scope, Gantt Chart, and initial move preparations – 20-Dec-24**
- **Phase 2: Data Center Move – 1-Feb-25**
- **Phase 3: User IT Equipment Move to New Offices – 28-Feb-25**

- **Phase 4: Maintenance** – 30-Jun-25

PART 3: EVALUATION

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

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

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

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

Proposer must receive a minimum score of points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, Proposed Staff Qualifications, and Oral Discussions and Presentation to be considered responsive to the RFQ. **Statements of Qualification not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

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

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 18 points. Other Proposers shall receive cost points based upon the following formula.

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

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated

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

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

B. Proposer Status and Allotment of Reserved Points

- v. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFQ.
- vi. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFQ.
- vii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- viii. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFQ.

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

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

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

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

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed

description of each subcontractor's work so the State is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

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

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

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

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

4.2 Performance Measurement/Evaluation/Monitoring Plan

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

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

The Contract Monitor shall also:

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

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

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, 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.

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

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

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

1. The information contained in its response to this RFQ is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFQ and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of Statement of Qualification signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days in which to complete contract negotiations, if any, and ten (10) business days from the date of delivery of final contract to execute the final contract document.
6. Proposer shall certify, by signing and submitting a Statement of Qualification for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A) (10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all Statement of Qualifications submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

[Click here to enter the Department/Agency name](#)

AND

CONTRACTOR NAME

[Click here to enter the Contractor name](#)

CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES

CONTRACTOR (Legal Name if Corporation)

[Click here to enter the Contractor](#)

FEIN

[Account Number](#)

STREET ADDRESS

[Click here to enter the Contractor's street address](#)

[telephone number](#)

CITY [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#) **ZIP CODE** [Click here to enter the Contractor's zip code](#)

FEDERAL EMPLOYER TAX ID NUMBER

[Click here to enter the Contractor's](#)

STATE LDR ACCOUNT #

[Click here to enter the State LDR](#)

TELEPHONE NUMBER

[Click here to enter the Contractor's](#)

TERM OF CONTRACT

This Contract shall begin on [Click here to enter the begin date of the contract](#) and shall end on [Click here to enter the end date of the contract](#). The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State 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 the Contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ [Click here to enter the maximum contract amount](#), over multiple years as follows: [Click here to enter the multi-year contract breakdown](#). Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of [Click here to enter the Name of agency's designee](#).

The State shall make every reasonable effort to make payments within [Click here to enter the number of days the State will make payments within. 25 business days is recommended](#) of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

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

GOALS AND OBJECTIVES

[Click here to list goals and objectives of this contract.](#)

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

[Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFQ and Proposers' Proposal. This information may be included in an attachment if detail is lengthy.](#)

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the State Project Director shall review the Deliverable within [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended](#). Within this period, the State Project Director shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate

committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended.](#) The amount of days listed here must match the number of days listed in B, the State Project Director notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within [Click here to enter the number of days the State will review the resubmitted Deliverable within. 5 business days is recommended.](#) A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

[Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.](#)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

[Click here to enter the title only of the personnel who will approve payments](#)

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally

qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his Statement of Qualification.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor’s performance under this Contract

TAXES

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 the 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 State for this determination. The State’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 days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

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 - 1672.4.

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 RFQ (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.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

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

CONTRACTOR'S COOPERATION

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

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any

subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

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

NON-DISCRIMINATION

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 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall 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.

CONTINUING OBLIGATION

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

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

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.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and 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.

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.

LIABILITY AND INDEMNIFICATION**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.

FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and

circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

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.

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.

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.

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.

STAFF INSURANCE

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this Contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CYBERSECURITY TRAINING

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

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to 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.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

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.

OUTSOURCING OF KEY INTERNAL CONTROLS

(Applicable if outsourcing a key internal control. Note that if the scope of work involves information technology, the IT/Data Processing contract template should be used instead, along with this language)

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 18 audit is to be included in the cost being proposed in response to this RFQ.

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Statement of Qualifications and addenda issued thereto by the State, the Statement of Qualification submitted by the Contractor in response to the State's Request for Statement of Qualifications, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the 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 Request for Request for Qualifications and the Statement of Qualification; second priority shall be given to the provisions of the Request for Qualifications and amendments thereto; and third priority shall be given to the provisions of the Statement of Qualification.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

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

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

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

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment [Click here to enter the Attachment identification letter or number](#).

INTRODUCTION

[Click here to enter a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.](#)

DESCRIPTION OF SERVICES/TASKS

[Click here to describe tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.](#)

SCHEDULE REQUIREMENTS

[Click here to describe major schedule milestones, such as: project start, when work plan shall be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.](#)

PERFORMANCE MEASURES AND MONITORING PLAN

[Click here to describe the performance measures to be taken during the project and monitoring plan.](#)

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

[Click here to list performance measures which should be measurable and time bound.](#)

MONITORING PLAN

[Click here to enter the Name and Title or Position](#) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. [Click here to enter the Name and Title or Position](#) will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[Click here to list the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.](#)

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#) .

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name Company Responsibilities Classification Rate Expected Duration

[Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.](#)

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

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

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

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

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

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual