

REQUEST FOR QUALIFICATIONS

for

LED Web Accessibility and ADA Compliance Services



Statement of Qualifications Due Date/Time: Sunday, January 18, 2026

**State of Louisiana
Louisiana Economic Development**

RFQ Issue Date: Tuesday, December 23, 2025

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**REQUEST FOR QUALIFICATION
FOR
LED Web Accessibility and ADA Compliance Services**

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this engagement is to assess the agency’s current level of web accessibility across all existing web properties and to provide expert guidance, remediation support, and potential training to LED’s Web Accessibility Team to ensure all digital content and systems meet WCAG 2.2 Level AA standards. Additionally, the engagement will include the development and transition of sustainable processes that enable the agency to maintain ongoing accessibility compliance beyond April 24, 2026 - the required deadline for full digital accessibility.

LED intends to award to a single proposer, but reserves the right to issue multiple awards as a result of this request for qualification if, at LED’s sole discretion, it is determined to meet the best interests of LED.

1.2 Background

Louisiana Economic Development (LED) seeks professional support from a qualified contractor to assist in achieving full compliance with PPM 74 – Web Accessibility Compliance Policy and the U.S. Department of Justice (DOJ) Final Rule on Accessibility of Web Information and Services of State and Local Government Entities (Title II of the ADA). A Proposer must be capable (through its own staff or through specified arrangements with third party Contractors) to perform all services requested in order to be considered.

The contractor will provide technical implementation and advisory services to ensure LED meets accessibility deadlines outlined in the Web Accessibility Roadmap, as issued by the Office of Technology Services (OTS) and the Office of the State Americans with Disabilities Act Coordinator (OSADAC).

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 goals and objectives of this engagement are for the contractor to carry out the key deliverables outlined in the Web Accessibility Roadmap, attached as Exhibit A and incorporated hereto. This includes conducting a comprehensive accessibility audit of all major agency web properties and developing a detailed action plan to achieve full compliance. The contractor will be expected to identify, prioritize, and remediate accessibility issues, establish a web accessibility compliance policy, and develop a sustainable

process for ongoing accessibility management. Additionally, the contractor will prepare all required reports and submissions to OSADAC and provide clear recommendations for maintaining ongoing compliance across the agency’s digital platforms.

1.4 Term of Contract

The term of any contract resulting from this RFQ may begin on or about February 1, 2026. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. The total contract term, with extensions, shall not exceed three (3) years, 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
LED	Louisiana Economic Development, the agency seeking the contract resulting from this solicitation.
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
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 LED’s Procurement Code.
Web Properties	Collectively refers to websites produced and maintained for LED, LED FastStart, Louisiana Entertainment, and Louisiana Innovation.

1.6 Schedule of Events

Schedule of Events	Date
RFQ post to LaPAC	Tuesday, December 23, 2025

Deadline for receipt of written inquiries	Monday, January 5, 2026
Deadline to answer written inquiries	Monday, January 12, 2026
Deadline for receipt of Statements of Qualification	Sunday, January 18, 2026
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Friday, January 23, 2026
Contract execution, on or about	Friday, February 6, 2026

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

1.7 Statement of Qualification Submittal

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

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

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

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

Proposers needing assistance regarding Statement of Qualification emails should visit:

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

Or contact:

RFQ coordinator c/o Louisiana Economic Development, Office of the Secretary, Legal Division

E-mail: LEDRFQ-RFP@la.gov

1.8 Statement of Qualification for Proposer

1.8.1 Mandatory Qualifications:

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

- The Proposer shall have Three (3) or more years of proven experience with WCAG 2.2 compliance and digital accessibility remediation.
- Expertise in manual and automated accessibility testing tools (e.g. Deque, Siteimprove, Axe, WAVE, etc.).
- Familiarity with Section 508 and ADA Title II requirements.
- Capability to train both technical and non-technical personnel in accessibility principles and handoff maintenance responsibility to LED staff, or provide contracted maintenance to support web accessibility compliance on an ongoing basis
- 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 supporting public sector or state government agencies 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 Scope of Services Deliverables will be met. Proposers should provide resumes for individual staffers reflecting experience with the relevant qualifications identified below.

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 LED's standard contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be provided. The Proposer should identify any requested changes or modification to the standard terms for consideration during contract negotiations. 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 and methodology in providing the services.
3. Provide a proposed Project Action Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
4. The Proposer should outline how they will successfully and timely complete the services.

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 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).

1.9.8 Certification Statement

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

1.9.9 Outsourcing of Key Internal Controls:

The LED does not outsource internal key controls.

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 Submittal

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, via e-mail: LEDRFQ-RFP@la.gov

LED 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. LED shall reserve the right to modify the RFQ should a change be identified that is in the best interest of the agency.

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

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

Only, the LED RFQ Coordinator 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.

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

1.15 Error and Omissions in Statement of Qualification

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

1.16 Changes, Addenda, Withdrawals

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

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

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 LED's standard evaluation process, confirming that the selected Proposer demonstrates the following qualifications:

- 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 LED, which will determine the Statement of Qualification most advantageous to the agency, taking into consideration price and the other evaluation factors set forth in the RFQ.

The LED 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 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 containing standard terms and conditions established by LED. 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 LED Evaluation Team shall compile the qualified proposal(s) and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) deemed in the best interest of LED.

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, if applicable, shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

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

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

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a Statement of Qualification from, or not award a contract to, a business in which any individual with an

ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFQ awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

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

1.32.1 Contractor's Insurance

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

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

1.32.2.2 Commercial General Liability

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

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an

expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

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

1.32.2.5 Cyber Liability

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

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

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

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

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

1.32.4.2 Workers Compensation and Employers Liability Coverage

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

1.32.4.3 All Coverages

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

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

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

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

1.32.5 Acceptability of Insurers

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

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

1.32.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana

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

IBM Building 7th Floor, 100 North 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 II: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

1.36 Termination

1.36.1 Termination of the Contract for Cause

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

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

1.36.2 Termination of the Contract for Convenience

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

1.36.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised

Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.37 Assignment

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

1.38 Right to Audit

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

1.39 Civil Rights Compliance

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

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

1.40 Record Ownership

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

1.41 Entire Agreement/ Order of Precedence

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

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

1.42 Contract Modifications

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

1.43 Substitution of Personnel

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

1.44 Governing Law

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

1.45 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by seeking judicial review at the 19th Judicial District Court.

1.46 Code of Ethics

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

1.47 Corporate Requirements

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

1.48 Prohibition of Discriminatory Boycotts of Israel

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

1.49 Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries

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

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

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

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

1.50 Security

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

The Contractor shall comply with the State of Louisiana Information Security Policy at:
<https://www.doa.la.gov/media/wvmhsr1r/informationsecuritypolicy-v-1-0-3.pdf>

1.50.1 Cybersecurity Training

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

Deliverables:

1. Review and Familiarization

- Review the DOJ Final Rule, PPM 74, and WCAG 2.2 standards as they apply to the agency's digital assets, attached as Exhibit B and incorporated hereto.

2. Inventory of Digital Assets

- Complete a comprehensive inventory of all major web properties (e.g., websites, web applications, mobile apps, social media platforms).
- Identify technical and content managers for each web property.

3. Accessibility Risk Assessment and Audit

- Identify potential risk areas and compliance priorities.
- Perform accessibility testing of agency websites and digital documents to evaluate compliance against WCAG 2.2 Level AA.
- Provide an *Accessibility Audit Report* that includes:
 - Severity and frequency of identified issues.
 - Screenshots or descriptions of issues.
 - Prioritization by impact and feasibility.
 - Recommended corrective actions.

2.2 Proposed Web Property Compliance Remediation Plan and Implementation

Deliverables:

1. Action Plan Development

- Develop a detailed *Accessibility Action Plan*.
- The plan must outline:
 - Remediation scope per web property.
 - Stakeholders, roles and responsibilities.
 - Timelines and milestones.
 - Resource requirements.

2. Content Remediation

- Provide hands-on technical remediation for web content, documents (PDF, Word, Excel, etc.), multimedia, and other content as outlined in the PPM 74 – Web Accessibility Compliance Policy.
- Correct identified accessibility issues (e.g., missing alt text, keyboard navigation, contrast issues, PDF tagging, form labeling, etc.).
- Test remediated content for compliance with WCAG 2.2 Level AA.

3. Archived Content Management

- Assist in creating and labeling an "Archived" section of web properties.
- Implement mechanisms for users to request accessible versions of archived content.

4. Status Report Development

- o Create a weekly status report to summarize corrective actions completed, remaining gaps, and projected completion timelines.

2.3 Development and Ongoing Maintenance

Deliverables:

1. Web Accessibility Policy

- o Create the agency's *Web Accessibility Policy* in compliance with PPM 74 by March 31, 2026. At a minimum, the policy shall include the following:
 - **CONTENT STANDARDS:** Adopt, at a minimum, WCAG 2.2 Level AA as the content standards utilized by the agency.
 - **RESPONSIBILITIES:** Web accessibility responsibilities assigned to various agency staff and/or vendors.
 - **AUTHORITY:** A list of positions that will have access to each of the agency's major web properties, including the website's Content Management System (CMS), mobile apps and/or social media accounts for purposes of publishing web content on behalf of the agency.
 - **APPROVAL:** Approval procedures for how web content will be screened for accessibility prior to publication. For document accessibility, potential options may include requiring use of built-in Accessibility Checkers available in Microsoft Word, Excel and Adobe Acrobat. For web and mobile app content, options include requiring use of an automated testing tool and/or manual testing by the agency's web team.
 - **ACCESSIBILITY STATEMENT:** Per PPM 74, the policy must include a requirement to have an Accessibility Statement linked directly from the agency home page. The statement must include the name, email address and telephone number of the agency's web accessibility coordinator

2. Accessibility Training

- o Provide comprehensive training sessions for LED's technical and non-technical staff that covers all essential aspects of accessibility compliance, including but not limited to the following:
 - WCAG and ADA requirements.
 - Practical guidance on creating, reviewing, and maintaining accessible digital content.
 - Web content authoring best practices.
 - Accessibility testing and QA processes.

The vendor should supply relevant training materials and/or reference guides and be prepared to customize content based on the agency's specific needs.

3. Ongoing Support

The selected vendor shall provide detailed recommendations for ongoing maintenance to ensure sustained accessibility compliance across all agency web properties. These recommendations should outline the following options:

- o Continued vendor-led support, including periodic audits, monitoring, and remediation or;

- o Guidance for a full handoff to the agency, including internal processes, staffing needs, and workflows required to maintain compliance independently.

The vendor should identify best practices, tools, and schedules for routine accessibility checks and provide clear instructions that enable the agency to uphold accessibility standards over time, regardless of the chosen support model.

2.4 Project Requirements

Tentative Deliverables Summary and Key Completion Dates:

Deliverable	Due Date
Assessment of LED Web Properties	February 13, 2026
Action Plan Development	February 27, 2026
Content Remediation & Archived Content Management	April 1, 2026
Web Accessibility Policy	April 1, 2026
Accessibility Training Delivery	April 1 – May 31, 2026
Maintenance Reports (optional depending on ongoing support model)	TBD

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:

- Relevant experience
- Technical expertise
- Understanding of the project
- Proposed approach or methodology
- Staff qualifications/resumes
- Past performance and/or references
- Capacity to perform the work
- Compliance with submission requirements

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.

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

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

- Current project plan with 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 written summary report of all tasks completed at the end of each deliverable phase. Following the submission of the end of phase update, the Contractor will review the end of phase update with designated LED Staff and/or 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

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:

- Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
- Assure that items/payments requested in invoices are in compliance with the contract;
- Coordinate with LED's fiscal office for payments to the Contractor, and/or obtaining of any further needed documentation;
- 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 deliverable 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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: 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

EXHIBITA

WEB ACCESSIBILITY ROADMAP

Introduction

The following roadmap¹ serves as recommendations from the Office of Technology Services (OTS) and Office of the State Americans with Disabilities Act Coordinator (OSADAC). It gives you a step-by-step plan for how to get your agency ready for compliance with the new Web Accessibility Compliance Policy and Procedure Memorandum (PPM 74). PPM 74 is based, in part, on the final rule issued by U.S. Department of Justice (DOJ), which establishes technical standards for web and mobile app accessibility under Title II of the Americans with Disabilities Act (ADA).

For technical support regarding WCAG and vendors:
OTS Accessibility Team: a11y@la.gov, (225) 342-7105

For administrative support regarding this roadmap:
OSADAC Point of Contact: Rikki Nicole David, rikki.david@la.gov, (225) 342-1243

We know that accessibility can seem daunting at first. But with the right plan, the right people, and some hard work, we can ensure people with disabilities are able to access our government services without unnecessary obstacles.

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¹ Special thanks to Oklahoma ABLE Tech for “inventing the wheel” that became a main source for this roadmap!

DEADLINE: By March 31, 2025

Step 1: Learn about the new requirements for web accessibility

It may seem obvious, but your first step should be to learn everything you can about the Web Accessibility Content Guidelines (WCAG) 2.2, PPM 74, and the DOJ final rule in order to understand what they say you need to do. Here are some helpful resources in order to expand your knowledge:

- a. DOJ Final Rule: [Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities](#)
- b. DOJ Fact Sheet: [New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments](#)
- c. WCAG Overview: [Accessibility Fundamentals Overview](#)
- d. WCAG Requirements: [Web Content Accessibility Guidelines \(WCAG\) 2.2](#)
- e. PPM 74: [Web Accessibility Compliance Policy](#)

Before moving onto other Steps of the Roadmap, now is the time to make sure that your agency's leadership and legal teams are aware of the DOJ Final Rule and PPM 74. They need to be involved in this process from the very beginning.

Other than reviewing the above resources, do not worry too much about specifics yet. Accessibility is a process, not a destination. Learning the basics will be enough to move on to the next steps of the roadmap, and your knowledge will continue to grow from there.

Step 2: Assign roles, to include designating a Web Accessibility Coordinator

Now that you know what is expected of your state agency, it is time to figure out who is going to have a role in making sure your agency complies with PPM 74. Here are some things to consider:

- a. Think broadly about who should be involved: While web developers or information technology (IT) staff play an important role, they are not the only ones who should be thinking about accessibility. For example, procurement staff play a key role in ensuring your agency buys or licenses accessible technology. Communications staff serve as a last line of defense to protect against inaccessible content and/or documents from being posted to your agency's website. It is important to clearly identify who is responsible for what, so that there is no confusion.

- b. Designate a web accessibility coordinator: Of those involved in your agency’s accessibility efforts, which person has the expertise in web accessibility (or ability to gain such expertise) to serve as your agency’s web accessibility coordinator. This individual must be a full-time employee of your agency and exercise appropriate control to enforce accessibility requirements. Appropriate control does not necessarily mean the individual must be the Executive Director (or other high-level administrator) of the agency, but that the individual must be authorized to direct other agency personnel in what must be done before web content is approved to be posted.

Once determined, you must notify the Office of State ADA Coordinator of your agency’s Web Accessibility Coordinator by submitting the Designation of Agency Contacts form to rikki.david@la.gov by March 31, 2025.

- c. Consider vendor assistance: Your agency should consider whether its web accessibility needs exceed what your staff can do between now and April 24, 2026. But be aware: working with vendors does not mean your agency is off the hook! If you decide to have an outside person or group handle some of your agency’s accessibility work, you are still required to have a full-time employee of your agency designated as the web accessibility coordinator who will oversee and coordinate that work. Moreover, your agency is still responsible for ensuring the accessibility of its web content and mobile apps, even if it outsources the accessibility work to somebody else.

For your convenience, there are several remediation vendors that have a proven track record and are highly respected in the accessibility industry, including [TPGi](#), [Deque](#), and [Usablenet](#).

CAUTION! We urge you to avoid vendors selling a group of products known as “accessibility overlays.” These vendors often greatly exaggerate the capabilities of their products. For example, the [Federal Trade Commission](#) required software vendor accessiBe to pay \$1 million for deceptive claims that its web accessibility tool could make any website compliant with WCAG. And even worse, overlays often introduce accessibility barriers that you did not have to begin with! Read the [Overlay Fact Sheet](#) for more information.

For more assistance with this step, the World Wide Web Consortium (W3C) offers resources for [assigning responsibilities](#) and [using combined expertise to evaluate web accessibility](#).

DEADLINE: By June 30, 2025

Step 3: Ensure training completion by Web Accessibility Coordinator

Web accessibility coordinators must complete web accessibility training within 90 days of hire or designation to the role. The training materials may be determined by the agency head. Some options include:

- State Civil Service is currently working on development of a Web Accessibility course that will be made available through Louisiana Employees Online (LEO) or for download by non-LEO agencies. The course is anticipated for release by the end of April 2025.
- Another great option is the [Digital Accessibility Foundations Course](#) offered by W3C. This is a free, self-paced course for technical and non-technical learners. It generally takes 16-20 hours to complete.
- There are also free, online courses available through other state governments that can teach you how to get started. Check out the [Minnesota IT Services Accessibility Training](#) and [Oklahoma ABLE Tech's Self-Paced Accessibility Courses](#).
- For more training options, check out the W3C's searchable list of [Course List – Digital Accessibility Education, Training, and Certification](#).

Step 4: Conduct an inventory of major web properties

The next step is to start doing an inventory of your agency's web content from a 30,000-foot level. Recall from PPM 74, web properties are "the various points on the web that an agency uses to represent itself." Depending on the size and nature of your agency, there may be a dozen or more major web properties that it uses.

For example, does your agency have multiple websites, such as one for general information, another dedicated to a long-term special project, and a third specifically for the public to electronically file for your services? Does your agency have a mobile app? Does it use various social media platforms such as Facebook, Instagram, or X to promote the agency? Each of these examples represent a major web property.

Once identified, the next thing to do is to determine who manages each of the major web properties for the agency. Generally, there are two kinds of "managers": technical and content. Technical managers are usually information technology staff or vendors that handle the more complex issues related to web design and hosting. Content managers tend to be communications or other agency-specific staff that have access to add, edit, or delete content from the agency's website, mobile app, and/or social media accounts.

An inventory of your agency's major web properties, as well as the name and contact information for the technical and content managers for each web property, must be submitted to rikki.david@la.gov by June 30, 2025.

Step 5: Familiarize yourself with the Exceptions

Now that you have a handle on all of your agency’s major web properties, you are ready for the next step: familiarize yourself with the Exceptions to the DOJ Final Rule. The overall purpose of the Exceptions is for your agency to focus its remediation efforts on the content that matters most instead of wasting a bunch of time, effort and money fixing things that people are not even using. Work smarter, not harder!

The [DOJ Fact Sheet](#) does a good job of summarizing the five (5) Exceptions. Nonetheless, there are additional clarifications provided in each “What this means for you” section below to help better understand and apply the Exceptions, if appropriate.

This is another good time to remind you that we still are not lawyers! Please have your Legal Team review the full text of the DOJ Final Rule before moving forward with this step on the roadmap.

a. Archived web content

- What the Rule says: Web content that meets **all four** of the following points would not need to meet the WCAG standard:
 1. The content was created before the date the state or local government must comply with this Rule, or reproduces paper documents or the contents of other physical media (audiotapes, film negatives, and CD-ROMs for example) that were created before the government must comply with this rule, **AND**
 2. The content is kept only for reference, research, or recordkeeping, **AND**
 3. The content is kept in a special area for archived content, **AND**
 4. The content has not been changed since it was archived.
- What this means for you:
 1. If you want to use this exception, you must create and clearly label a section of your website as “Archived.” You cannot just label the content itself as archived. It must be kept in a separate place that is easy to identify.
 2. Content does not qualify as “archived” just because you put it in the Archived section of your website. All four of the points above must apply to the content for it to qualify for this exception.
 3. After 4/24/2026, any content for which you want to use this exception can never be updated. As soon as you change it in any way, it no longer qualifies for this exception and would need to be made accessible at that time.
 4. Any content created after 4/24/2026 can never qualify for this exception. This is because all content created after 4/24/2026 must be accessible from the beginning. You can still put that new content in the Archived section of your website, but it will already be accessible at that point, so the exception would be useless.

b. Preexisting conventional electronic documents

- What the Rule says: Documents that meet **both** of the following points usually do not need to meet the WCAG standard, except in some situations:
 1. The documents are work processing, presentation, PDF, or spreadsheet files, **AND**
 2. They were available on the state or local government’s website or mobile app before the date the state or local government must comply with this rule.
- What this means for you:
 1. You do not have to make all of your old documents accessible.
 2. You do have to make any old documents that people are still using “to apply for access, or participate in services, programs, or activities” accessible.
 3. After 4/24/2026, any documents for which you want to use this exception can never be updated. As soon as you change it in any way, it no longer qualifies for this exception and would need to be made accessible at that time.
 4. Any documents created after 4/24/2026 can never qualify for this exception. This is because all content created after 4/24/2026 must be accessible from the beginning, so the exception is useless at that point.

c. Content posted by a third party

- What the Rule says: Content that is posted by third parties on a state or local government’s website or mobile app would not need to meet the WCAG standard.
- What this means for you:
 1. This exception does not apply to content posted by your vendors (or anyone that has a contractual or licensing arrangement) to post on behalf of your agency. In this case, “third parties” means “members of the public.”
 2. Any of the tools and platforms that allow members of the public to post content onto your website do need to be accessible. However, the content that the public posts using those tools does not. Basically, you cannot force a member of the public to create accessible content, so that means you are not responsible for it. For example, if you have a message board on your website, the message board itself must be accessible. Any posts you or any of your vendors make on your message board must also be accessible. But any posts that members of the public make on your message board do not need to be accessible.

d. Individualized documents that are password-protected

- What the Rule says: Documents that meet **all three** of the following points do not need to meet the WCAG standard:
 1. The documents are word processing, presentation, PDF, or spreadsheet files, **AND**
 2. The documents are about a specific person, property, or account, **AND**
 3. The documents are password-protected or otherwise secured.
- What this means for you:
 1. This exception does not apply to documents just because they are behind a password.
 2. This exception can never apply to documents that are distributed for public use.
 3. This exception only applies to the 4 specific types of documents listed. If you provide documents to people in other formats, such as HTML, those documents do need to be accessible.

e. Preexisting social media posts

- What the Rule says: Social media posts made by a state or local government before the date the state or local government must comply with this rule do not need to meet the WCAG standard:
- What this means for you:
 1. Any of your social media posts created before 4/24/2026 do not need to be made accessible.
 2. Any of your social media posts created on or after 4/24/2026 do need to be accessible.

IMPORTANT NOTE: Even if certain web content, documents, or social media posts qualify for an exception, if someone requests an accessible version of it, the agency must make it accessible for them. This is a requirement found in other provisions within Title II of the ADA.

Step 6: Test your current content for accessibility

Having reviewed the Exceptions, you are ready to test the accessibility of your current content. Good accessibility testing usually combines the use of automated evaluation tools with manual checks, such as keyboard testing and color contrast.

Many enterprise-level automated tools, such as those from [Siteimprove](#), [Pope Tech](#), and [Deque](#) can expedite the process by checking the accessibility of many webpages at once. However, no automated tool can fully judge whether a website or document is accessible on its own, and you should beware of any vendor that claims their product can! But these tools are still very valuable and can help speed up testing significantly. For help finding the most appropriate automated tool for your agency, check out the W3C's [Selecting Web Accessibility Evaluation Tools](#).

- a. Checklists: Accessibility testing has a lot of steps, which increases the chances of something being forgotten or overlooked. Given this, it is important to use some kind of checklist to make sure that everyone is checking the things they need to every time. There are many accessibility checklists available online, but here are a few:
 - The A11Y Project: [Check Your WCAG Compliance](#)
 - W3C WAI: [WCAG-EM Report Tool](#)
 - Deque: [Web Accessibility Checklist](#)
 - WebAIM: [WCAG 2 Checklist](#)
- b. Sort and Evaluate: In-depth testing will reveal the content that is the most inaccessible. This will help you to sort and prioritize your work even more. Consider categorizing your inaccessible content into these four (4) buckets as follows:

Bucket 1: Remove

- Any obsolete or redundant content that you can safely remove or delete goes in this bucket. You will want to remember to take your agency's Record Retention policies into account, but the more content you can delete now, the less content you have to fix later.

Bucket 2: Ignore

- Any content you need to keep that qualifies for Exceptions 2, 3, 4, or 5 goes in this bucket. Since this content qualifies for an exception, you can safely ignore the requirement to make it accessible (unless requested).

Bucket 3: Archive

- Any content you need to keep that qualifies for Exception 1 goes in this bucket. All five of the exceptions eliminate the need for you to make the

content accessible by 4/24/2026, but Exceptions 2, 3, 4, and 5 do not have any extra requirements for the content like Exception 1 does. That is why this content gets its own bucket.

Bucket 4: Update

- Any remaining content that does not belong in the other buckets will end up in this bucket. It should contain any content you need to keep but does not qualify for an Exception. The content in this bucket is what you will need to make accessible by the 4/24/2026 compliance deadline!

Step 7: Develop an action plan

The next step is to develop an action plan! The action plan must provide:

- a. A summary regarding the quantity, nature and severity of accessibility issues identified for each major web property. The summary should be based on the content in Bucket 4 from Step 6.
- b. Specific information regarding who, when and how the accessibility issues for each major web property will be brought into compliance.

For example, let's say your agency has one website and uses one social media platform, LinkedIn. A sample action plan could be:

The Department manages two major web properties. Based on the results of our accessibility testing, the action plan is as follows:

1. Website: The website is located at www.department.la.gov. Overall there were approximately 70 accessibility issues identified. The majority of issues can be resolved by our web accessibility coordinator by adding alternative text to images and updating PDF forms to be accessible. However, there are certain programming issues, such as lack of keyboard navigation and header structure, that require assistance from our vendor, XYZ Inc. All corrective actions are expected to be completed by December 31, 2025.
2. LinkedIn: Our LinkedIn account is located at www.linkedin.com/in/department. Under Exception 3, all social media posts prior to 4/24/2026 are not required to be accessible, unless requested. Therefore, no corrective action is needed at this time.

If you have any questions regarding this action plan, please contact our web accessibility coordinator, NAME, at EMAIL ADDRESS or PHONE NUMBER.

Once developed, the action plan must be submitted to the Office of State ADA Coordinator at rikki.david@la.gov by September 30, 2025.

Step 8: Work through your action plan

It is finally time to do something with your web content! Of all the steps in the roadmap, this is the one that will take the most time and effort to complete. It is also the step that is most critical to get right. The whole roadmap has been leading up to this step.

How to work through Bucket 1: Remove

- This bucket is the “fun” bucket. Simply delete this content and you’re done!

How to work through Bucket 2: Ignore

- This bucket may be less fun than Bucket 1, but it is even easier to deal with because you are already done, so you can move onto the next bucket.

How to work through Bucket 3: Archive

- This is where the real work begins. To satisfy the conditions of Exception 1, you need to complete the following:
 1. Create an “Archived” section on your website. It does not have to have this exact name, but it should be obvious this content is not currently in use.
 2. Clearly label that the content in this section is “archived,” which means it is not likely to be accessible unless specifically requested.
 3. Provide people with disabilities an easy way to ask you to make specific archived content accessible.
 4. Archived content can never be updated or changed in any way. If you make any changes to a piece of archived content, then that entire piece of content must be made accessible.

How to work through Bucket 4: Update

- This is where you should spend most of your time and effort while working through the roadmap. Start by identifying and prioritizing which content you should make accessible first. This process will help ensure you are impacting the largest groups of people as quickly as possible.
 - a. Identify your critical content:
 - Within your Update bucket, determine which content is the most important to your agency by identifying what processes, web pages, and/or documents are critical to your organization’s daily operations. If you have access to any analytics for your agency’s website (or in your Content Management System), this data may help you to see what content people are accessing most often.

b. Fix your content:

- From here, the process itself is fairly straight-forward: fix all inaccessible content in Bucket 4 in order of most-to-least critical. Unfortunately, there is no “magic accessibility wand” that can fix your content for you. This part of the process will require a lot of good old-fashioned hard work (or money!) to complete. Depending on the amount of content you have – and let’s be honest – it is probably A LOT – you might need to consider looking for a vendor to help you fix your content to be able to meet the 4/24/2026 compliance deadline.

Step 9: Develop a status report

Give yourself a hand! You’ve made it through the most difficult step of the roadmap. Now it’s time to acknowledge all that your agency has accomplished by developing a status report. The status report should provide:

- a. A summary of the corrective actions that have been completed for each major web property.
- b. If applicable, specific information regarding who, when and how any remaining accessibility issues for each major web property will be brought into compliance.

Based on the example action plan in Step 7, a sample status report may be as follows:

The Department manages two major web properties. The following serves as a status report of our efforts to bring these web properties into compliance with PPM 74:

1. Website: The website is located at www.department.la.gov. As indicated in our action plan, the website had approximately 70 accessibility issues identified. The majority of issues have now been resolved by our web accessibility coordinator by adding alternative text to images and updating PDF forms to be accessible. However, there are certain programming issues, such as lack of keyboard navigation and header structure, that have yet to be completed by our vendor, XYZ Inc. These outstanding corrective actions are now expected to be completed by March 31, 2026, but shall not exceed April 24, 2026.
2. LinkedIn: Our LinkedIn account is located at www.linkedin.com/in/department. Under Exception 3, no corrective action was required for this major web property.

If you have any questions regarding this status report, please contact our web accessibility coordinator, NAME, at EMAIL ADDRESS or PHONE NUMBER.

Once developed, the status report must be submitted to the Office of State ADA Coordinator at rikki.david@la.gov by December 31, 2025.

Step 10: Submit your agency's Web Accessibility Policy

It has taken a lot of work to get to this point, but it is time to stop looking back at your existing content and start looking forward at how to manage your new content as it is created. This means drafting your agency's Web Accessibility Policy in accordance with PPM 74. The Web Accessibility Policy is an internal document that establishes controls necessary to ensure compliance with web accessibility requirements on an ongoing basis. At a minimum, the policy shall include the following:

- a. **CONTENT STANDARDS:** Adopt the most recently published version of WCAG as the content standards utilized by the agency.
- b. **RESPONSIBILITIES:** Web accessibility responsibilities assigned to various agency staff and vendors (as determined in Step 2).
- c. **AUTHORITY:** A list of positions that will have access to each of the agency's major web properties, including the website's Content Management System (CMS), mobile apps and/or social media accounts for purposes of publishing web content on behalf of the agency.
- d. **APPROVAL:** Approval procedures for how web content will be screened for accessibility prior to publication. For document accessibility, potential options may include requiring use of built-in Accessibility Checkers available in Microsoft Word, Excel and Adobe Acrobat. For web and mobile app content, options include requiring use of an automated testing tool and/or manual testing by the agency's web team.
- e. **ACCESSIBILITY STATEMENT:** Per PPM 74, the policy must include a requirement to have an Accessibility Statement linked directly from the agency home page. The statement must include the name, email address and telephone number of the agency's web accessibility coordinator.

Be sure to place the Accessibility Statement in an easy-to-find place on your agency home page, such as a link in the footer.

For your convenience, a sample Accessibility Statement may be:

"[Agency Name] is committed to providing an inclusive and accessible experience for everyone. This includes ensuring that people with disabilities have full and equal opportunities to access and benefit from the government services offered by our agency.

We strive to meet the requirements of the most recently published Web Content Accessibility Guidelines, which is currently WCAG 2.2, Level AA, in accordance with state and federal accessibility laws.

Please let us know if you have any accessibility issues. Our designated web accessibility coordinator is [Name], who may be reached at [Email Address] or [Phone Number]. We try to respond to accessibility issues within five (5) business days. Thank you!”

Once drafted, the agency’s Web Accessibility Policy must be submitted to the Office of State ADA Coordinator at rikki.david@la.gov by March 31, 2026.

Step 11: Maintain the accessibility of your content

As you can see, accessibility is a continuous process. You will need to constantly adapt and grow your methods to ensure any new content you create from here on out is accessible too. Below are a few more ways to keep the momentum going!

- a. Fully embed accessibility into your organization
 - From this point on, any document or web page your agency creates or edits should be fully accessible. Most of this roadmap specifically deals with PPM 74 and DOJ Final Rule, but there are other accessibility considerations you should be thinking about too. For example, any event you host should have captioning and sign language available for participants (upon request). The policies, practices, and oversight created in the steps above should provide support for ensuring these things are done as well. Don't lose all the progress you have made by letting accessibility go to the backburner after the initial remediation is complete!
- b. Establish patterns for testing content
 - Test web content and documents for accessibility on a regular basis. Include this as a requirement in your agency's Web Accessibility Policy at various points throughout the lifecycle of your content, such as: when a new feature for a website is being developed; when new products are being evaluated for purchase or use; and when any web or document content is being created or updated.
- c. Continue accessibility training
 - It is important to keep learning about accessibility, especially because accessibility features and standards continue to change with technology. There are lots of organizations that provide great trainings, webinars, and other types of learning, too. Here are a few that you can check out: [WebAIM Training](#); [Deque Training](#); [Level Access Academy](#).
- d. Sign up for newsletters
 - Did you know that lots of accessibility organizations have newsletters? They are a great option for staying on top of what is going on in the accessibility world, and they usually contain lots of tips, tricks, and other resources, too! Here are a few that may be helpful: [A11y Weekly](#); [WebAIM Newsletter](#); [Minnesota IT Services Accessibility News](#); [Oklahoma ABLE Tech eNewsletter](#).

EXHIBIT B

POLICY AND PROCEDURE MEMORANDA

Office of the Governor
Division of Administration
Office of the Commissioner

PPM Number 74—Web Accessibility Compliance
(LAC 4:V.Chapter 61)

Policy and Procedure Memorandum Number 74, Web Accessibility Compliance, has been revised effective June 9, 2025. Due to unexpected administrative challenges, the minimum web accessibility standard has been revised from WCAG 2.2 to WCAG 2.1.

Title 4

ADMINISTRATION

Part V. Policy and Procedure Memoranda

Chapter 61. Web Accessibility Compliance—PPM Number 74

§6101. Purpose

A. The purpose of this memorandum is to ensure people with disabilities can access online government services. It also provides consistency for web users across state websites and mobile applications.

B. All boards, commissions, departments, agencies, institutions, and offices of the executive branch of state government shall comply with this memorandum.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:8 and 28 CFR Part 35, Subpart H.

HISTORICAL NOTE: Promulgated by Office of the Governor, Division of Administration, LR 51:327 (February 2025), amended LR 51:765 (June 2025), effective June 9, 2025.

§6103. Definitions

A. For purposes of this memorandum, the following definitions shall apply.

Agency—a board, commission, department, agency, institution, or office of the executive branch of state government.

Agency Home Page—the starting point for an agency website or mobile application. It is the first page presented whenever a user goes to the agency website or opens the mobile application.

Americans with Disabilities Act (ADA)—a federal law that prohibits discrimination based on disability in all areas of public life.

DOJ Final Rule—a set of requirements issued by the U.S. Department of Justice (DOJ) in 28 CFR Part 35, Subpart H. It sets minimum standards for web content and mobile applications so that they are accessible by people with disabilities.

Exceptions to DOJ Final Rule—in limited situations, certain web content does not have to comply with the DOJ Final Rule.

The exceptions include:

- a. archived web content;
- b. electronic documents posted before April 24, 2026;
- c. content posted on the agency's website or mobile application by a member of the public;
- d. individualized documents that are password-protected;
- e. social media posts before April 24, 2026.

Mobile Applications—software applications (referred to as apps) that are downloaded and designed to run on mobile devices, such as smartphones and tablets.

Web Content—the information and sensory experience communicated to the user of a website or mobile application. This may be achieved through the use of text, images, sound, videos, documents, and social media posts.

Web Content Accessibility Guidelines (WCAG)—a set of technical standards issued by the World Wide Web Consortium (W3C). For each standard, there are three levels of conformance: A, AA, and AAA.

Web Properties—the various points of presence on the web that an agency uses to represent itself. This may include websites, mobile applications, and social media accounts that serve different purposes or audiences.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:8 and 28 CFR Part 35, Subpart H.

HISTORICAL NOTE: Promulgated by Office of the Governor, Division of Administration, LR 51:327 (February 2025), amended LR 51:765 (June 2025), effective June 9, 2025.

§6105. Web Accessibility Coordinator

A. Agency heads shall designate at least one full-time employee of the agency to serve as web accessibility coordinator.

B. The web accessibility coordinator shall:

1. complete web accessibility training within 90 days of hire or designation to the role. The training materials may be determined by the agency head;

2. resolve accessibility issues reported by web or mobile application users;

3. provide assistance to agency staff, as needed, to create and manage web content that complies with this PPM.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:8 and 28 CFR Part 35, Subpart H.

HISTORICAL NOTE: Promulgated by Office of the Governor, Division of Administration, LR 51:327 (February 2025), amended LR 51:765 (June 2025), effective June 9, 2025.

§6107. Agency Policy

A. Agencies shall develop a Web Accessibility Policy. At a minimum, the policy shall include the following.

1. Content Standards. The policy must, at a minimum, adopt WCAG 2.1, Level AA. The standards are available at <https://www.w3.org/TR/WCAG21/>. Given how quickly technology advances, agencies are encouraged to adopt increased standards whenever possible.

2. Accessibility Statements. The policy shall require that an accessibility statement be posted as a link directly from the agency home page. The statement must:

- a. express a commitment by the agency to making their web content accessible for people with disabilities;
- b. include the name, email address and telephone number of the agency's web accessibility coordinator. This ensures that people with disabilities know who to contact, and how, if they experience any accessibility issues.

3. Internal Controls. The policy must set appropriate internal controls in order to achieve and maintain web accessibility requirements. Internal controls should be based on organizational, staffing and financial considerations specific to each agency. Examples of possible internal controls may include but are not limited to:

- a. approval procedures for how web content will be screened for accessibility prior to publication;
- b. reducing the number of web content authors and managers;
- c. contracting with a vendor to fix web content that is not compliant.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:8 and 28 CFR Part 35, Subpart H.

HISTORICAL NOTE: Promulgated by Office of the Governor, Division of Administration, LR 51:327 (February 2025), amended LR 51:766 (June 2025), effective June 9, 2025.

§6109. Implementation

A. Agencies shall submit the following to the State ADA Coordinator, Rikki David, at rikki.david@la.gov by the deadlines given below.

1. By March 31, 2025: Agencies are to complete and submit the designation of agency contacts form to identify their web accessibility coordinator.

2. By June 30, 2025: Agencies are to submit an inventory of their major web properties, to include who is responsible for managing each web property.

3. By September 30, 2025: Agencies are to submit an action plan identifying the steps that they intend to take in order to update their major web properties so that they comply with the content standards.

4. By December 31, 2025: Agencies are to submit a report regarding the completion status of each step in the action plan.

5. By March 31, 2026: Agencies are to submit a copy of their Web Accessibility Policy that meets the requirements of §6107 above.

6. On/After April 24, 2026: Web content (not subject to exception from the DOJ final rule) shall be compliant.

B. Agencies should refer to the Web Accessibility Roadmap at <https://www.doa.la.gov/media/3k4it0jg/web-accessibility-roadmap.docx> for further information regarding how to complete each implementation step.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:8 and 28 CFR Part 35, Subpart H.

HISTORICAL NOTE: Promulgated by Office of the Governor, Division of Administration, LR 51:327 (February 2025), amended LR 51:766 (June 2025), effective June 9, 2025.

§6111. Roles and Responsibilities

A. The Office of State ADA Coordinator (OSADAC) provides administrative support and recordkeeping for all agency forms, reports and policies required by this PPM.

B. The Office of Technology Services (OTS) provides technical and educational support to help understand the WCAG standards.

AUTHORITY NOTE: Promulgated in accordance with R.S. 39:8 and 28 CFR Part 35, Subpart H.

HISTORICAL NOTE: Promulgated by Office of the Governor, Division of Administration, LR 51:327 (February 2025), amended LR 51:766 (June 2025), effective June 9, 2025.