

REQUEST FOR PROPOSALS

for

IMPLEMENTATION AND SUPPORT SERVICES FOR RECORDS MANAGEMENT AND DOCUMENT IMAGING (RIM) SYSTEM



RFP #: 3000019948

Proposal Due Date/Time: Friday, November 18, 2022 @ 3:00 PM CT

**STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY**

September 23, 2022



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REQUEST FOR PROPOSAL FOR ELECTRONIC RECORDS MANAGEMENT AND DOCUMENT IMAGING SYSTEM

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Coastal Protection and Restoration Authority (herein referred to as the CPRA or the Agency) for the purpose of entering into a contract with a highly-qualified Contractor to establish a records management and document imaging system (RIM) which utilizes the IBM FileNet content management solution in accordance with the State's Enterprise Architecture (EA). The Contractor will provide assistance with active and inactive records management, policy development, training, technology support, and scanning/imaging support for current and future records and documents. The Agency invites all qualified parties (companies and individuals) to submit proposals for providing these services. Only one contract will be awarded.

1.2 Background

After Hurricanes Katrina and Rita in 2005, the Louisiana Legislature created the CPRA Board as the single state entity with authority to articulate a clear statement of priorities and to focus development and implementation efforts to achieve comprehensive coastal protection for Louisiana. In July 2008, an implementation office, originally known as the Office of Coastal Protection and Restoration and now referred to as the Coastal Protection Restoration Authority (CPRA), was established.

Since 2008, CPRA has been tasked with a multi-billion dollar workload, including hurricane protection and restoration projects across the coast. Additionally, CPRA serves as Lead Trustee and Administrative Trustee for the Natural Resource Damage Assessment that is a result of the 2010 Deepwater Horizon event.

In anticipation of project funding from the Deepwater Horizon Natural Resource Damage Assessment; Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act (RESTORE Act); Gulf of Mexico Energy Securities Act (GOMESA) or other sources, the Agency converted to the State's LaGov Enterprise Resource Planning (ERP) system in 2014 to address its financial management and project management business needs. The LaGov system utilizes the SAP ERP application suite. The process to convert to the LaGov system began July 1, 2013, and CPRA went live on July 1, 2014. The Financial Management, Human Capital Management, Supplier Relationship Management, and Project System modules have been implemented.

In support of the efforts made by the Agency to-date to enhance and integrate its administrative and project management systems, the work efforts that will result from this RFP are considered major steps in moving the Agency to a near-paperless environment and will free up office space that needs to be repurposed to address other agency needs.

The CPRA currently maintains considerable hard-copy records and documents in a central file room as well as in other smaller file areas reserved for specific organizational units (e.g., financial management, legal, and human resources). In addition, the Agency inherited hard-copy and electronic copies of documents from the Department of Natural Resources and the Department of Transportation and Development when it was created.



Attachment V includes an inventory of the various types of records and documents maintained by the various divisions and sections within the Agency, a brief description, retention period requirement, security status, and vital record ID as required by the Secretary of State's Archives Office.

1.3 Goals and Objectives

The goal of this RFP is to provide the CPRA with a records management and document imaging (RIM) system which utilizes the State's Enterprise Architecture (EA) and the software provided by the Division of Administration's Office of Technology Services (OTS) for addressing current and future record and document management needs, and to provide the necessary project management, installation, implementation and training services and operational services for scanning/imaging support while complying with federal and state law and applicable standards regarding records management and retention. CPRA intends to utilize the IBM FileNet content management solution in accordance with the State's Enterprise Architecture (EA). The objectives to be achieved through the contract resulting from this RFP in order to attain this goal include:

- Provide for centralized organization, indexing, storage and back-up of documents and other data;
- Support the Agency's transition to a paperless environment;
- Ensure fast and easy document search and retrieval;
- Enhance document security;
- Provide document version control and content management to prevent users from working on outdated versions of documents;
- Support electronic routing and approval of certain documents across the Agency;
- Eliminate the paper documents currently stored across the Agency so these storage areas (including the 1st floor file room) can be repurposed for additional offices and/or cubicles;
- Comply with federal, state and agency records retention requirements; and
- Integrate the RIM system with other major agency systems (e.g., LaGov Financial System and Coastal Information Management System).

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or around January 1, 2023, and shall terminate on June 30, 2025.

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



1.5 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. May often refer specifically to Coastal Protection and Restoration Authority within this RFP.
API	Application Programming Interface
CIMS	Coastal Information Management System
Contractor	Any person having a contract with a governmental body; the selected Proposer.
CPRA	Coastal Protection and Restoration Authority
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DNR	Department of Natural Resources
DOA	Division of Administration
EA	Enterprise Architecture
EDMS	Electronic Document Management System
FY	Fiscal Year. The State of Louisiana's fiscal year is defined as July 1 – June 30.
JLCB	Joint Legislative Committee on the Budget
LaGov ERP	LaGov Enterprise Resource Planning is a fully integrated system that includes Financials, Logistics, Human Resources/Payroll and Business Intelligence.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposal Review Committee	A committee which will review and score proposals.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal



RIM system	Records management and document imaging system
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
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.
SOW	Scope of Work
UCM	Universal Content Management System
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and posted to LaPac	September 23, 2022
Pre-Proposal Conference	October 4, 2022
Deadline for receipt of written inquiries	October 12, 2022 @ 3:00PM CT
Deadline to answer written inquiries	November 4, 2022
Deadline for receipt of proposals	November 18, 2022 @ 3:00PM CT
Oral Presentations if Requested (Week of)	December 5 - December 9, 2022
Notice of Intent to award announcement, and 14-day protest period begins, on or about	January 4, 2023
Contract execution, on or about	January 23, 2023

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified throughout the RFP. The



proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing or delivering their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

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

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
225-342-5023

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualifications of Proposer

1.8.1 Mandatory Qualifications:

There are no mandatory qualifications that must be met by Proposers.

1.8.2 Desirable Qualifications:

It is desirable that Proposers meet the following qualifications prior to the deadline for receipt of proposals:

- Successful implementation, in the last five years, of a RIM and/or electronic document management system (EDMS) for any entity comparable in size to CPRA. . CPRA has approximately 180 positions and a combined Operating and Capital Outlay budget of approximately \$400M annually.
- Comparable system currently in production in a minimum of five (5) state or local governments and/or similar commercial entities comparable in size to the CPRA.
- Prior RIM and/or EDMS implementation experience with Louisiana state government agencies.
- Prior RIM and/or EDMS operations experience with Louisiana state government agencies. Prior operational experience is defined as having been responsible for indexing/scanning/imaging work efforts associated with eliminating hard-copy documents in storage as well as ongoing operations associated with indexing/scanning/imaging associated with new/ongoing business operations.

Prior experience with FileNet and related software is preferred.

1.9 Volume I – Technical and Cost Proposal Response Format

Proposals 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 as well as their understanding of the scope of work associated with this RFP.



1.9.2 Table of Contents

The proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and subsection. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and appendices to the proposal.

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including the Proposer's contact name, phone number, and the stipulation that the proposal is valid for a period of at least 180 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 timeframes set by the Agency.

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

1.9.4 Company Background and Experience

Proposers should provide a brief overview of their company, including brief history, corporate or organization structure, and number of years in business.

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 scope of services. 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 Section 1.8.
- Qualifications of Proposer.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the understanding of the nature of the Scope of Work (Part 2) and how the Proposer will best meet agency needs through its proposed approach and methodology.

The Proposer should:

- Provide a detailed Project Work Plan and supporting narrative for implementing the RIM solution across the entire CPRA organization. The Work Plan should include all required tasks, estimated hours, responsibilities (Contractor, CPRA, OTS), major deliverables, and timing. In this section, Proposers should address all tasks required to successfully implement the proposed RIM solution. At a minimum, Proposers should address all the services included in Section 2.2.1, Task Order No. 1: System Implementation and Section 2.2.2, Task Order No. 2: Imaging Operations. OTS involvement may be in any technology aspect.
- Describe all scanner and other hardware/software necessary to fully meet the scope of work. This information shall be costed out in the Cost Proposal in Worksheet 2 – Other Cost Components.



- Describe the approach to Project Management and Quality Assurance.
- Provide an explanation of any additional tasks to be performed which are deemed necessary by the Proposer for successful project completion, explanation of deviation from and/or deletion of any tasks listed in the Scope of Work.
- Document all assumptions in which the Proposal is based, including all cost-related assumptions used to prepare Worksheets 1A-C, 2, and 3.

In the event Proposer includes software in its proposal, the software must comply with the EA requirements. See Attachment VII.

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.

The Proposer should submit a resume for each of the assigned personnel, and the resume should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience on past and present projects with dates and responsibilities, and any applicable certifications. The Proposer should also specifically include the role and responsibilities of each person who may perform work outlined in the Scope of Work (Part 2), anticipated level of effort and duration of involvement, and their on-site availability.

Proposers should clearly describe how the proposed personnel meet or exceed the qualifications described in Section 1.8 - Qualifications of Proposer.

1.9.7 Veteran and Hudson Initiative Programs Participation

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

<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

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



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

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

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

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

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

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

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

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

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

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

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

1.9.8 Cost Proposal

Proposers must submit completed Required Cost Schedules as formatted in Attachment II. It is expected that Proposers will not deviate from the requested cost schedule format.

The Proposer shall be responsible for the consistency and accuracy of the formulas, sums and roll-ups contained in the workbook. Any errors are solely the responsibility of the Proposer.

The remainder of this section contains specific instructions concerning how Proposers are to complete the various cost schedules. The total cost to be used for Cost Proposal points allocation will be calculated based on the multi-year cost as reflected on the Cost Proposal Summary.

Worksheets 1A, 1B and 1C – Consulting Services by Position – by Fiscal Year



These schedules shall include for each proposed position: the proposed rates, the proposed hours by month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, total hours for total presented time period, and total cost for total presented time period. For positions where part of the work will be done on-site (at an all-inclusive rate) and part of the work will be done remotely (at a lower rate with no travel), the position should be broken into two rows to distinguish these hours.

Proposers must complete these schedules for fiscal years 2023 through 2025. Worksheet 1C should also include a grand total of hours and costs for fiscal years 2023 through 2025 as depicted in the example schedule.

Proposers are responsible for ensuring that all formulas are correct on the submitted Cost Schedules. Additional rows may be added as needed.

Worksheet 2 - Other Cost Components

Proposers shall utilize this schedule to describe and reflect any other costs not reflected in the schedules above as applicable (e.g., required scanning hardware, required third party software). Each cost component shall include: a description, reference numbers as appropriate, metrics as appropriate, and the proposed cost of the component. Failure to include all required costs may result in Contractor having to cover said costs. The CPRA reserves the right to purchase items listed on this schedule independent of this procurement if it is deemed to be cost-effective to do so.

All hardware and software described in Approach and Methodology and required to fully meet the scope of requested services should be included in this worksheet.

Worksheet 3 – Cost Proposal Summary

This schedule must reflect all costs associated with the RIM implementation effort to be provided as identified on Worksheets 1A, 1B and 1C, and any other costs as identified on Worksheet 2. The reference in the cost category indicates which supporting cost worksheet should provide the additional detail to support the summary cost information presented on this schedule. Proposers must ensure the accuracy of the cost information provided in each Cost Proposal schedule and verify the accuracy of any spreadsheet formulas or references.

Worksheet 4 – Required Rate Schedule

The Proposer shall provide an hourly rate for each of the staff positions it deems necessary to complete the Scope of Work as outlined in Section 2.2. The Prime and subcontractors will adhere to the “Required Rate Schedule” for the task orders identified in this RFP, as well as for any future task orders that may be initiated under the contract; therefore, Proposers are to submit only one “Required Rate Schedule.” The On-Site rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including, but not limited to, computers and office supplies,) as well as be inclusive of all travel related expenses, such as lodging, miscellaneous travel and per diem.

1.10 Certification Statement

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

1.10.1 Outsourcing of Key Internal Controls

Not applicable to this RFP.



1.10.2 Insurance

The proposal should include a certificate of insurance as proof that the Proposer has in effect limits of insurance required by Section 1.33 Insurance Requirements for Contractors. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

1.11 Volume II – Financial Information

Proposers shall include one separate Volume II containing Financial Information as described below.

Demonstration of Financial Capability is required for Acceptance of a Proposal. Financial information is used for determination of responsibility (See Section 1.24), and not as evaluation criteria. In Volume II, Proposals **shall** include evidence demonstrating the Proposer's financial capability to carry out the services required in this RFP. Evidence **shall** include either #1 or #2 below:

1. Financial Statements (preferably audited or reviewed by an independent CPA) for the past three (3) full twelve-month periods. Financial Statements are to include, at a minimum, the balance sheet and income statement for each of the past three (3) full twelve-month periods.
2. If the past three (3) full twelve-month periods of Financial Statements (to include at a minimum the balance sheet and income statement) are not available, Proposer **shall** state the specific reason the Financial Statements are not available and **shall** provide a letter from the Proposer's bank and/or other financial companies stating financial status/standing with the bank or financial company, such letter must be on bank/financial company letterhead.

***Proposals that do not contain financial statements and Proposer does not provide a specific reason for financial statements being unavailable will not be accepted and will result in disqualification of the Proposer.**

***Letters from Proposers declaring their own financial capability will not be accepted and will result in disqualification of the Proposer.**

***Proposals that do not include the specified financial information detailed above will not be accepted and will result in disqualification of the Proposer.**

***Subcontractors are NOT required to submit financial information. The prime Contractor assumes all financial responsibility for work performed by its subcontractors.**

1.12 Number of Copies of Proposals

The following shall be submitted to the RFP Coordinator at the address specified.

Volume I – Technical and Cost Proposal

- One (1) original, clearly marked "Original", that includes original signatures of company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation.



- Eight (8) hard copies
- One (1) electronic format (i.e., CD, flash drive)

Volume II – Financial Information

- One (1) hard copy

The original proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

	Volume I	Volume II
Hard copy	1 original, 8 copies	1 copy
Electronic copy	1 (CD or flash drive)	Proposers should <u>not</u> submit any electronic copies of Volume II.

1.13 Legibility/Clarity

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

1.14 Confidential Information, Trade Secrets, and Proprietary Information

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

The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

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



Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a Proposal identified as such must be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

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

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

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

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



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

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

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

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

1.15 Proposal Clarifications Prior to Submittal

1.15.1 Pre-Proposal Conference

A Pre-Proposal Conference will be held on October 4, 2022, 1:00 p.m. – 3:00 p.m. The Pre-Proposal Conference is not mandatory, but prospective Proposers are strongly encouraged to attend. The CPRA intends to present general information, which may be helpful in the preparation of responses and to offer firms the opportunity to ask questions concerning this RFP.

The Pre-Proposal Conference will be held at:

**CPRA Baton Rouge Headquarters
150 Terrace Avenue
Baton Rouge, LA 70802**

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing, per Section 1.15.2 even if an answer has already been given to an oral question.

Firms planning to attend the Pre-Proposal Conference should notify the Single Point of Contact identified in Section 1.15.2 by email no later than 2:00 p.m. Central Time on September 30, 2022 of the names and titles of the individuals that will attend. At that time, notice should also be given of any person with a disability requiring special accommodations for the Pre-Proposal Conference.

1.15.2 Proposer Inquiries

Written questions regarding this RFP must be submitted to the RFP Coordinator and single point of contact for this procurement as listed below.

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority



Email: CPRAcontracts@LA.GOV

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

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

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

<https://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

Only the RFP Coordinator or her designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

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

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

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

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

1.15.3 Blackout Period

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

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

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

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

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;



- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process; and
- Communications regarding a particular solicitation with the RFP Coordinator listed in the RFP of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.16 Errors and Omissions in Proposal

The State will not be liable for any errors in the proposals. The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and
<http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

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

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

1.19 Waiver of Administrative Informalities

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

1.20 Proposal Rejection/RFP Cancellation

Issuance of this RFP 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 proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.21 Ownership of Proposal

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

1.22 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 proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.



1.23 Taxes

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

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

1.24 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. The State must find that the selected Proposer:

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

Proposers should ensure that their proposal contains the requested and required information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.25 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 RFP and Proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, they shall acknowledge in their proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify in the Proposal 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 RFP 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.

1.26 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. If Oral Presentations are requested by CPRA, detailed information and requirements for presentations will be provided to the contact person for each of the invited Proposers. Commitments made by the Proposer at the Oral Presentation, if any, will be considered binding.

1.27 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.28 Evaluation and Selection

The evaluation of proposals will be accomplished by a Proposal Review Committee to be designated by the CPRA, which will determine the proposal most advantageous to the CPRA, taking into consideration price and the other evaluation factors set forth in the RFP. The Proposal Review Committee may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.29 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the Proposal Review 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.

1.30 Contract Award, Negotiation, and Execution

Contract award and execution are contingent upon the selected Proposer and CPRA reaching an agreeable contract.

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as Attachment III: Sample Contract. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or



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

The State reserves the right to negotiate a reduction to the Required Cost Schedules (Worksheet 3- Cost Proposal Summary of Attachment II) and the Required Rate Schedule hourly rates (Worksheet 4 in Attachment II) with any Proposer selected by the Proposal Review Committee for contract award. The Proposer will receive written notification of the State's intent to negotiate submitted costs and hourly rates. The final negotiated costs on the Proposer's Cost Proposal Summary and hourly rates on the Proposer's Required Rate Schedule will be considered the maximum amount allowed. The subcontractors will also adhere to the final negotiated costs and hourly rates of the Proposer for the full term of the contract.

If the contract negotiation period exceeds 30 business days, or if the selected Proposer fails to sign the final contract within 30 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.31 Notice of Intent to Award

The Proposal Review Committee shall compile the scores and make a recommendation to the head of the Agency on the basis of the responsive and responsible Proposer with the highest score.

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

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

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within 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 Division of Administration, Office of State Procurement.

1.32 Right to Prohibit Award

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

1.33 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.



1.33.1 Contractor's Insurance

The Contractor shall not commence work under the Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without 30 days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

1.33.2 Minimum Scope and Limits of Insurance

1.33.2.1 Workers Compensation

Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

1.33.2.2 Commercial General Liability

The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

1.33.2.3 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 thirty (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.

1.33.2.4 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 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.

1.33.2.5 Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractor.

1.33.2.6 Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

1.33.2.7 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.

1.33.2.8 Verification of Coverage

The 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.

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.

1.34 Duty To Defend

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



1.35 Liability and Indemnification

1.35.1 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.

1.35.2 Force Majeure

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

1.35.3 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.

1.35.4 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.

1.35.5 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.

1.35.6 Other Remedies

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

1.36 Payment

Payment terms shall be negotiated with the successful Proposer.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the issued Task Order. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or his designee.

During the execution of tasks contained in the Scope of Scope of Work the Contractor shall submit monthly invoices for actual costs incurred in accordance with the final negotiated rate schedule. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in the Scope of Scope of Work and Contract shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work hours using the negotiated rate schedule described in Section 1.30 for the actual work performed on the Task Order.

The final invoice shall be submitted within 30 days following expiration of the Contract.

Contractor will not be paid more than the maximum amount of the Contract.

1.36.1 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 VI for additional information regarding electronic payment methods and registration.



1.37 Termination

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

1.37.2 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.

1.37.3 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.

1.38 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.

1.39 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of



final payment under the subcontract unless a longer period of time is required in accordance with other applicable state or federal law.

1.40 Civil Rights Compliance

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

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

1.41 Record Ownership

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

1.42 Entire Agreement/ Order of Precedence

This RFP, any addenda, the awarded contract, and the proposal submitted by the Contractor in response to the State's RFP, including 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, the signed contract (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.43 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.

1.44 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 its proposal.



1.45 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.

1.46 Claims or Controversies

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

1.47 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.

1.48 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.

1.49 Prohibition of Discriminatory Boycotts of Israel

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

1.50 Security

Contractor shall adhere to the State's Information Security Policy (ISP) - https://www.doa.la.gov/media/wvmhsr1r/louisiana_infosecpolicy.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.

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



PART 2: SCOPE OF WORK

2.1 Project Overview

The CPRA intends to implement a records management and document imaging (RIM) system which utilizes the IBM FileNet content management solution in accordance with the State's Enterprise Architecture (EA). The RIM solution will address the Agency's content management business needs, including (but not limited to):

- Document capture;
- Indexing;
- Viewing;
- Robust search and retrieval;
- Workflow and electronic approvals;
- Versioning; and
- Compliance with federal and State records retention requirements.

2.2 Scope of Work

2.2.1 Task Order No. 1: System Implementation

This task order commences on the project start date and includes the following services at a minimum:

- Project planning and start-up activities (including updating Project Work Plan as necessary);
- Project management;
- Hardware selection and installation recommendations;
- Application installation (including database if applicable);
- Application set-up and configuration;
- Development of enterprise indexing strategy;
- Automated conversion of selected documents and records maintained in the Universal Content Management System (UCM), a web-based program developed by Oracle. UCM was created by The Department of Natural Resources (DNR) and is still being maintained today. The information is input by DNR employees and can be accessed by the public to search for scanned documents such as, but not limited to, contracts, amendments, grants, and invoices. When the Office of Coastal Restoration, now known as the CPRA, was under DNR, all contract documents were uploaded into UCM, to be used as an "electronic filing system". When CPRA left DNR, DNR still performed some duties for CPRA and UCM management was one of them. When the CPRA went live on the LaGov financial system, DNR was still inputting CPRA documents into UCM. As CPRA became more comfortable using the LaGov system and DNR stopped providing services to CPRA, CPRA stopped inputting documents into UCM and strictly used LaGov. However, the data still remains in UCM and a few employees still have access to UCM. There have been instances in which CPRA staff have had to pull old data from UCM for records requests, and to provide documentation to Federal Sponsors. When converting to the new RIM System, these documents will need to be converted from UCM and uploaded to the RIM System;



- Automated interface development/Application Programming Interface (API) for LaGov ERP System and Coastal Information Management System (CIMS);
- System testing;
- Business process change;
- Forms changes and design (if applicable);
- Reports;
- Training (system and end-user);
- System acceptance testing;
- Transition to full operations (Go-Live cut-over);
- Post Go-Live support; and
- Backup and recovery.

2.2.1.1 Project Management

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

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

- (1) Supervision of the Contractor's personnel;
- (2) Contract administration:
 - (a) Invoicing;
 - (b) Changes to the contract;
 - (c) Resolving disputes between the Contractor and CPRA; and
 - (d) Compliance by the Contractor with all contract clauses and conditions;
- (3) Working with the Agency to propose and implement changes to Contractor functions that will optimize resources and bring about cost savings for the State of Louisiana;
- (4) Scheduling meetings and training sessions;
- (5) Record-keeping;
- (6) Preparation and submission of submittals and deliverables, including but not limited to the following:
 - (a) Project Management Work Plan; and
 - (b) Monthly Progress Reporting
- (7) Assignment of a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. The Agency reserves the right to approve the person assigned as Project Manager.



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

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

- (1) Performance of day-to-day project management using the best management practices for all tasks and activities necessary to complete the statement of work; and
- (2) Development and implementation, with Agency approval, of procedures for Issue Control to monitor the identification and resolution of key project issues and problems.

2.2.1.2 Progress Reporting

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

- (1) The Contractor's name, address, and the name of the Contractor's Project Manager;
- (2) The Agency's LaGov number and project title;
- (3) The dates of the reporting period; and
- (4) A description of the progress made during the previous month for each activity, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables. (If progress payments will be requested during the performance of a Task Order, the information in the Monthly Progress Report shall clearly support the Contractor's request for payment for the corresponding billing period).

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

2.2.2 Task Order No. 2: Imaging Operations

This task order commences once the RIM is in production use. The Contractor shall coordinate all aspects of the Imaging Operations function. The Contractor shall provide project management support for Imaging Operations using on-site personnel, as well as skilled personnel to accomplish the tasks listed below. In addition, the Contractor shall provide sufficient training to enable selected staff to assume the Contractor's responsibilities in a smooth transition when its contract ends.

Typical imaging activities may include, but are not limited to:

- Preparing documents for scanning;
- Processing non-paper media;
- Inputting indexing data;
- Performing quality control and quality assurance on images and indexed data;
- Converting electronic documents; and
- Converting documents for one time import.



Imaging services shall be accomplished within a two (2) business day turnaround time from document receipt to image committal. At the discretion of the CPRA's Project Manager, this turnaround time can be increased for all or particular types of documents, if and when process improvements are made that require additional turnaround time. In addition, it is expected that a small number of documents will be received by Imaging Operations each week that require imaging/scanning upon receipt. The Contractor shall process these documents upon receipt. Though no break in imaging service shall be permitted, it is understood that in the event of an unusually high volume, this turnaround time may be extended with prior approval from the CPRA. The Contractor may also be asked to search and retrieve documents that may have been imaged within twenty-four (24) hours, as needed.

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

The Contractor shall provide technical support for Imaging Operations for the duration of the contract.

Imaging Operations shall include all aspects of the active and inactive records management. The Contractor shall provide personnel capable of managing this function, performing document searches required for fulfillment of the Agency's Public Records Requests and providing customer service to internal and external customers.

Typical active records activities may include, but are not limited to:

- Providing research assistance in the area of records management policy;
- Implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information;
- Working with CPRA legal staff and subject matter experts in coordinating all Public Records Requests and performing the day-to-day tasks involved with responding to requests; and
- Providing transportation as needed for records and/or on-site personnel between the CPRA's headquarters in Baton Rouge, their Regional Offices and State Archives on an as-needed basis.

Typical inactive records activities may include, but are not limited to:

- Working with CPRA legal and division leadership, and Records Management Team in developing and implementing retention policies and procedures;
- Developing and implementing retention schedules for all agency records, regardless of format;
- Developing an acceptable approach and associated procedures for disposing of agency records that have reached the end of their retention period, regardless of format;
- Facilitating disposal of records that have reached their retention period once approved for disposal by CPRA and State Archives;



- Educating CPRA staff on retention policies;
- Advising on storage formats and locations, and disposition options, that meet requirements in a cost efficient manner;
- Maintaining inventories of inactive records, both onsite and offsite, and ensuring adequate access to records; and
- Providing transportation as needed for records and/or on-site personnel between the CPRA's headquarters in Baton Rouge, their Regional Offices and State Archives on an as-needed basis.

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

2.2.3 Other Activities

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

- (1) The Agency will issue a written Task Order signed by the Agency's Project Manager (or designated representative) describing the required tasks, deliverables, and due dates. Each Task Order may include multiple tasks. Multiple Task Orders may be in progress at the same time; however, the Contractor shall, both in reporting and billing, segregate activities and charges on a Task Order basis.
- (2) The Contractor will review the Task Order and submit a written response to the Agency within a specified number of days, including:
 - (a) The name(s) of the individual(s) assigned to the Task Order (only personnel included in the Contractor's accepted proposal are eligible); and
 - (b) An estimate of the level of effort necessary (i.e., the number of work hours and the total estimated cost for completion of the Task Order). The cost estimate shall be based on the Required Rate Schedule as negotiated and included in the final contract between CPRA and the Contractor.
- (3) The Agency will review the Contractor's response, request clarification or further information as necessary, and negotiate the level of effort proposed as necessary. Acceptance or rejection of the Contractor's response will be provided in writing.
- (4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Task Order and provide all submittals and deliverables to the Agency within the established time limits. It is the responsibility of the Contractor to plan and organize its time efficiently in order to meet the Agency deadlines and provide a complete set of deliverables for each Task Order. Any additional work and/or costs not addressed in the Task Order shall be approved by the Agency prior to the Contractor performing the work and/or incurring additional costs.
- (5) The Agency will review the Task Order submittals and deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work



performed.

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



PART 3: EVALUATION

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

The Proposal Review Committee will evaluate and score the proposals using the criteria and scoring as follows:

EVALUATION CRITERIA	MAXIMUM SCORE
TECHNICAL:	
COMPANY BACKGROUND AND EXPERIENCE	15
PROPOSED STAFF QUALIFICATIONS	18
APPROACH AND METHODOLOGY	30
HUDSON/VETERAN SMALL ENTREPRENEURSHIP PROGRAM <ul style="list-style-type: none">• UP TO 10 POINTS AVAILABLE FOR HUDSON-CERTIFIED PROPOSERS;• UP TO 12 POINTS AVAILABLE FOR VETERAN-CERTIFIED PROPOSERS;• IF NO VETERAN-CERTIFIED PROPOSERS, THOSE TWO POINTS ARE NOT AWARDED.	12
COST	25
TOTAL MAXIMUM SCORE	100

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

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Proposed Staff Qualifications, and Approach and Methodology to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation on Cost or Hudson/Veteran Program.**

Proposals meeting the minimum score for the technical categories will be combined with the Cost and Hudson/Veteran Program to determine the overall score.

The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

For cost evaluation purposes, the total project cost as depicted in Worksheet 3 – Cost Proposal Summary of Attachment II: Required Cost Schedules will be used to calculate the cost points to be received. This schedule summarizes the total services and other costs for the contract period (FY23-25).

The Proposer with the lowest total cost (LTC) will receive 25 points. All other proposals will be allocated cost points by multiplying the maximum possible points (25) by a fraction that consists



of the lowest total cost proposal (LTC) as numerator and the Proposer's total cost being evaluated (PTC) as the denominator.

$$CCS = (LTC/PTC \times 25)$$

Where: CCS = Computed cost score (points) for Proposer being evaluated
LTC = Lowest total cost proposal
PTC = Total cost of Proposer being evaluated

Proposers who fail to complete a Worksheet 3 – Cost Proposal Summary as described in this RFP will result in the CPRA being unable to score the Proposer's Cost Proposal; the Proposer will be considered nonresponsive and disqualified.

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

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

B. Proposer Status and Allotment of Reserved Points

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

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

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

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the 2.5-year contract term.

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



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



PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

As required by Part 2, Scope of Work.

4.2 Performance Measurement/Evaluation/Monitoring Plan

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Scope of Work.

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for the contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of the contract.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

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



ATTACHMENT I: CERTIFICATION STATEMENT

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

Official Contact Name:

E-mail Address:

Phone Number with area code:

()

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 proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 180 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <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 proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.
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: REQUIRED COST SCHEDULES

This attachment includes the various cost schedules that are required to be submitted with each proposal. Instructions for completing each worksheet are provided in Section 1.9.8: Cost Proposal.



Worksheet 1A – Consulting Services by Position – FY 2023

Implementation Month Number			1	2	3	4	5	6	FY 2023 Total Hours	FY 2023 Total Cost
	Staffing Category	Work On or Off Site	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23		
1	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
2	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
3	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
4	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
5	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
6	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
7	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
8	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
9	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
10	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
11	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
12	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
13	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
14	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
15	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
16	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
17	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
18	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
19	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
20	Position Name	\$ -	0	0	0	0	0	0	0	\$ -
Totals (Summary Presentation)			0	0	0	0	0	0	0	0



Worksheet 1B – Consulting Services by Position – FY 2024

Implementation Month Number				10	11	12	13	14	15	16	17	18	19	20	21		
	Staffing Category	Work On or Off Site	Hourly Rate	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	FY 2024 Total Hours	FY 2024 Total Cost
1	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
3	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
4	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
5	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
6	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
7	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
8	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
9	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
10	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
11	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
12	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
13	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
14	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
15	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
16	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
17	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
18	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
19	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
20	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Totals (Summary Presentation)				0	0	0	0	0	0	0	0	0	0	0	0	0	0



Worksheet 1C – Consulting Services by Position – FY 2025

Implementation Month Number				22	23	24	25	26	27	28	29	30	31	32	33				
Staffing Category		Work On or Off Site	Hourly Rate	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	FY 2025 Total Hours	FY 2025 Total Cost	Grand Total Hours	Grand Total Cost
1	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
2	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
3	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
4	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
5	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
6	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
7	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
8	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
9	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
10	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
11	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
12	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
13	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
14	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
15	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
16	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
17	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
18	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
19	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
20	Position Name		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	\$ -
Totals (Summary Presentation)				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Worksheet 2 – Other Cost Components

	Other Cost Components	Comment/Basis for Cost Components	FY2023	FY2024	FY2025	Total
1	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
2	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
3	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
4	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
5	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
6	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
7	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
8	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
9	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
10	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
11	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
12	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
13	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
14	Description of Cost Component		\$ -	\$ -	\$ -	\$ -
15	Total, Other Cost Components		\$ -	\$ -	\$ -	\$ -

Columns and rows may be added as required.



Worksheet 3 – Cost Proposal Summary

Cost Category	FY2023	FY2024	FY2025	Total
Consulting Services Cost (Worksheets IA - IC))	\$ -	\$ -	\$ -	\$ -
Other Cost Components (Worksheet 2)	\$ -	\$ -	\$ -	\$ -
Grand Total, All Costs	\$ -	\$ -	\$ -	\$ -

Proposers who fail to complete a Worksheet 3 – Cost Proposal Summary as described in this RFP will result in the CPRA being unable to score the Proposer’s Cost Proposal; the Proposer will be considered nonresponsive and disqualified.



Worksheet 4 – Required Rate Schedule

Project Role	On-Site Rate	Off-Site Rate
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)
Position Name	\$(XXX.XX)	\$(XXX.XX)

On-Site rate- must be all-inclusive of travel and other expenses related to performing the Scope of Work

Off-site rate – for remote consultant work, includes all expenses related to the performance of the Scope of Work, but does not include travel expenses.

Note: The Proposer shall provide one hourly rate (a numerical value) for each of the staff positions required to fully deliver the services requested in the Scope of Work. Proposers may add any additional rows as necessary.

- For informational purposes and future contract negotiations.



ATTACHMENT III: SAMPLE CONTRACT
STATE OF LOUISIANA
CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT is made and entered into by and between the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA”) and **<CONTRACTOR>**, **<ADDRESS>** (hereinafter referred to as “Contractor”), do hereby enter into a Contract under the following terms and conditions:

1. SCOPE OF SOFTWARE AND SERVICES

Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

2. GOAL

The goal of this contract is to provide the CPRA with a fully integrated records management and document imaging system (RIM) solution for addressing current and future records and documents, and to provide the necessary project management, installation, implementation and training services and operational services for scanning/imaging support for the new RIM system while complying with federal and State law and applicable standards regarding records management and retention.

3. OBJECTIVES

The objectives to be achieved through this contract include: (1) providing for the centralized organization, indexing, storage and back-up of CPRA records, documents and other data; (2) support the Agency’s transition to a paperless environment; (3) ensure fast and easy document search and retrieval; (4) enhance document security; (5) provide document version control; (6) support electronic routing and approval of certain documents across the Agency; (7) eliminate the paper documents currently stored across the Agency so the 1st floor file room and other areas can be repurposed for additional offices and/or cubicles; (8) comply with federal, state and agency records retention requirements; and (9) integrate the RIM system with other major agency systems (e.g., LaGov Financial System and Coastal Information Management System) as necessary.

4. PERFORMANCE MEASURES

The performance of the Contract will be measured by the State Contract Monitor, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Scope of Work.



The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this Contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this Contract.

5. TERM OF CONTRACT

This Contract shall begin on January 1, 2023, and shall terminate on June 30, 2025.

6. CONTRACT MONITOR

<NAME> of CPRA, or his/her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and CPRA.

7. DELIVERABLES

The Contract will be considered complete when Contractor has delivered, and State has accepted all deliverables specified in the Scope of Software and Services. The Contractor shall provide to the State the items specified in Appendices A (RFP) and B (Proposal) as products of the services rendered under this contract.

8. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of <amount>. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of the Contract Monitor.

9. NOTICE TO PROCEED

Work will be tasked under an executed contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a "not to exceed" amount for compensation.

10. PAYMENT TERMS

Payment terms shall be negotiated with the successful Proposer(s).

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or his/her designee.



During the execution of tasks contained in the Scope of Work the Contractor may submit monthly invoices for actual costs incurred. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work hours using the negotiated rate schedule for the actual work performed on the Task Order.

The final invoice shall be submitted within thirty (30) days following expiration of the Contract.

Contractor will not be paid more than the maximum amount of the Contract.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date of the Contract.

11. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this 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 project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in their proposal.

12. 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.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. 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.



B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

14. INSURANCE

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.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall



further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

Professional Liability (Errors & 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.

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 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.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his/her subcontractors.



Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15. CLAIMS FOR LIENS

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

16. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number _____ and the Louisiana Department of Revenue Account Number _____.

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 this Contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance and 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 this Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this 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.

17. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and/or to the extent applicable any Federal entity with oversight over the funds paid to Contractor, including without limitation, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the United States Department of the Interior's Office



of Inspector General (DOI OIG), the Government Accountability Office (GAO) and the Gulf Coast Ecosystem Restoration Council (RESTORE Council) established under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Public Law 112-141, Sec. 1601-1608, 126 Stat. 588 (Jul. 6, 2012), codified at 33 U.S.C. 1321(t), as applicable, and copies of thereof shall be furnished if requested.

18. OWNERSHIP

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

Failure to follow these guidelines may result in stoppage of work or of any future Task Orders.

19. AUDITS AND AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

20. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contractor from assigning its 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 CPRA.

21. SUCCESSORS AND ASSIGNS

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

22. NO THIRD-PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

23. SECURITY

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



24. CYBERSECURITY TRAINING

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

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

25. CODE OF ETHICS AND PROHIBITED ACTIVITY

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

26. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract.

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

27. CONFIDENTIALITY OF DATA



All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

28. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R. appendix.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

29. NON-DISCRIMINATION CLAUSE

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

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



30. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any Contract for \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel.

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

31. VETERANS AND HUDSON INITIATIVES

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

32. SUBCONTRACTORS

The Contractor agrees to obtain written approval from CPRA prior to subcontracting any part of the services specified in Appendix A. The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the CPRA Project Manager. The Contractor further agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

33. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any Contractor(s) and subcontractor(s) for the captioned project certification that such Contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its Contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its Contractor(s) or any subcontractor(s) is/are ineligible to enter into Contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement



entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

34. TERMINATION FOR CAUSE

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

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

35. TERMINATION FOR CONVENIENCE

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

36. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

37. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or



suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

Additionally, any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

39. REMEDIES FOR DEFAULT

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

40. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

41. GOVERNING LAW

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

42. ANTI-LOBBYING

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of



factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

43. SEVERABILITY

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

44. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be amended to make such insertion or correction.

45. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

46. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties and until it has been approved by the Director of the Office of State Procurement.

47. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.

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

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the proposal.

THUS, DONE AND SIGNED AT Baton Rouge, Louisiana on the date indicated below.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority



Signature

(Print Name)

WITNESSES SIGNATURES:

Signature

(Print Name)

By: _____

Lawrence B. Haase
Executive Director

Date

CONTRACTOR:

By: _____

(Print Name)

(Print Title)

Date



CPRA RFP 3000019948
Implementation and Support
Services for RIM System

APPENDIX A

This Request for Proposal



CPRA RFP 3000019948
Implementation and Support
Services for RIM System

APPENDIX B

Proposal submitted by Awarded Vendor



APPENDIX C
Coastal Protection and Restoration Authority
Monitoring Report

Date: _____

Contractor: _____ CPRA Contract No. _____

Project Title: _____

Invoice No. _____ Invoice Amount: _____

Total Invoiced to Date: \$ _____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)
- B. Tasks and/or milestones not accomplished with explanation or assessment of:
 - 1. Nature of problems encountered:
 - 2. Remedial action taken or planned:



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

4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contractor _____ Date _____
(Printed Name)

Approval _____ Date _____
CPRA Task Manager (Optional) (Printed Name)

Approval _____ Date _____
CPRA Contract Monitor (Printed Name)

ATTACHMENT IV: INFORMATION SECURITY REQUIREMENTS

This attachment provides the additional information security requirements in addition to the existing Contract, Statement of Work, and the other associated attachments.

1.0 SAFEGUARDING CONFIDENTIAL AND RESTRICTED INFORMATION

Contractor shall implement and maintain administrative, technical, and physical safeguards designed to protect against unauthorized access to or use of Confidential or Restricted Information received from, or on behalf of, State by Contractor pursuant to performance of the agreed upon Services. For purposes of this attachment, Confidential Information includes Restricted Information. Restricted Information is data which requires strict adherence to legal obligations such as federal, state, or local law or required by State policy and so designated. Examples of Restricted Information include, but are not limited to: Protected Health Information (PHI), Federal Tax Information (FTI), Payment Card Information (PCI), Criminal Justice Information (CJI) and Personally Identifiable Information (PII) or data specifically designated by State as Restricted Information. Contractor currently maintains the following:

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerry®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.
- Limiting physical access to Contractor offices through the use of one or more of: conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.
- Network servers in Contractor's data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
 - Restricting both physical and network access to authorized users
 - Restricting physical access by card-key control systems
 - Network based intrusion prevention system
 - Firewalls to segment networks
 - Vulnerability assessment processes and tools

- Change management procedures
- Patch management processes and tools
- Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
- Server operating system hardening as appropriate
- Periodic review and update of internal Contractor information security policies and procedures.
- Incident Response processes containing escalation procedures for contacting State and Information Security resources.
- Sanitization of any decommissioned or inoperable Contractor-owned machine, storage, media, disk, or drive containing any Confidential or Restricted Information use the following approved sanitization methods:

Sanitization is divided into three types.

Type 1, Clearing:

Clearing an electronic storage media is the lowest level of sanitization that inhibits the recovery of information assets via a robust keyboard attack using data recovery tools. Use of conventional operating system utilities like deleting files or disk formatting only delete the respective directory entries and thus do not inhibit the ability of data recovery tools to retrieve the information assets as the respective data itself is not being overwritten.

Type 2, Purging:

Methods of purging are:

1. Wiping: Overwriting all locations including remapped bad sectors on a re-writable electronic storage media multiple times with different patterns, thereby checking the appropriateness by comparing different locations before and after overwriting. Required technology detail: The necessary number of overwrites, patterns and location checks, which depend on the type of re-writable electronic storage media.
2. Secure Erasing: Overwriting all locations on an ATA hard disk drive (specific type of electronic storage media that includes PATA and SATA drives) a single time in a reliable manner. The Security Erase Unit command of the ATA specification must be used to initiate secure erasing. If implemented in a specific ATA hard disk drive, the Enhanced Erase Mode should be used. Successful execution must be checked afterwards.
3. Degaussing: Deleting all information assets stored on a magnetically sensitive electronic storage media using a strong magnetic field.
4. Resetting: Returning a volatile electronic storage media into its initial delivery state. The power must be switched off and the backup battery removed if battery backed.

Type 3, Destruction:

Physically destroying an electronic storage media is the highest level and thus ultimate form of sanitization. Physical destruction is achieved, when no portion of an electronic storage media can be used to extract a significant amount of data. Therefore, simply punching holes – for example into a hard disk – is not sufficient for physical destruction.

Methods of destroying are:

1. Shredding: Breaking an electronic storage media into parts. Disintegrating can be used as a synonym term for shredding. Required technology detail: The maximum size of the parts, which depends on the type of the electronic storage media.
2. Pulverizing: Crushing an electronic storage media into dust or powder.
3. Melting: Heating an electronic storage media past its melting point transforming it into a molten mass. The necessary melting point depends on the instance of the electronic storage media.
4. Incinerating: Burning an electronic storage media past its firing temperature transforming it into ash, flue gases and particulates. The necessary firing temperature depends on the instance of the electronic storage media.

The selected sanitization method and procedures selected by the Contractor generates the appropriate unit level logging. A certificate of destruction shall be provided if requested by the State.

2.0 ACCESSING STATE NETWORKS, SYSTEMS, AND INFORMATION

Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed upon Services.

- Contractor personnel shall not knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the State's Information Security Team):
 - Access or attempt to access the State's Confidential or Restricted Information for any purpose outside of the scope of such Services.
 - Connect personal (i.e., non-work related or Contractor-provided) devices to the State's network.
 - Attempt to alter or circumvent any State security controls safeguarding the State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.).
 - Install, execute, or modify software, equipment, or peripherals on (or remove software, equipment, or peripherals from) the State network.
 - Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network.
 - Conduct discovery or vulnerability scans of State networks, applications, or computing systems.
 - Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.
- Contractor-provided computer workstations or laptops used to access the State's computing systems and resources will:
 - Have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor's network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor's network over a certain period of time, while such computers are connected to the Internet.
 - Have security software patches installed on such computers, which patches, by the determination of Contractor's Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers.

- Have firewall software installed and operating on such computers while such computers are connected to the Internet.
 - Have access controls designed to restrict access to such computers to authorized individuals.
 - Have 128-bit (or better) AES file-level encryption enabled, which is configured to automatically verify encryption status.
 - Have automatic daily back-up of standard directories and files.
- All Contractor personnel shall review the terms and requirements of this attachment prior to accessing State resources.
- The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner.
- Remote access will be provided on a 24x7 basis for the Contractor's project team during the duration of this project. Contractor is responsible for planning around the State's reoccurring (planned and emergency) network and system maintenance, upon the State's communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.
- Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to the production environment.
- Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:
 - Full Name of Contract Resource
 - Assigned Job Title
 - Physical Location (City, State, Country of resource's current Contractor office)
 - Specific System and Application Access Required (System, Application, or Database)
 - Tentative End of Contract Date (to be extended as needed via additional notification)
 - Remote Access Required (yes or no)
- Contractor shall submit a termination notice to the State, including full name of Contractor personnel who leave its employment and last day worked, in a timely manner not to exceed 24 hours from termination of that Contractor personnel's last day worked.
- All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this attachment.
- The State's Information Security Team will review all Contractor access requests and provide approval prior to Contractor personnel being granted access. In the event the Contractor's access request is denied, the State's Information Security Team will provide written justification for review by the Contractor.
- Contractor personnel accessing State resources outside of the United States are strictly prohibited from accessing Restricted Information (directly or indirectly) contained within any application, system, database, or device unless prior written approval is provided by the State's Information Security Team and Agency assigned Data Owner.
- Contractor personnel accessing State resources outside of the United States may be utilized to facilitate agreed upon services by accessing:
 - State Test or Development Environments (Not containing, processing, or transmitting Restricted information)
 - State Test, Development, or Monitoring tool (Not containing, processing, or transmitting Restricted information)

- State workstations (Not containing, processing, or transmitting Restricted information)

3.0 DATA MANAGEMENT

- The State will provide Contractor personnel with access to PHI, or PII data except as set out in the applicable SOW or otherwise requested in writing by the Contractor-assigned Project Manager and as allowable by law. (This may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will not provide the Contractor personnel de-identified data that is representative of production data but that does not contain PHI, PII data.
- State agrees:
 - i. To disclose any PHI or PII or other applicable Restricted Information to Contractor, if such disclosure would not violate any applicable law, rule, or regulation.
 - ii. Not to request the Contractor to use or disclose PHI or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule, or regulation, if such use or disclosure were done by the State.
 - iii. To disclose to Contractor only the minimum amount of PHI or PII data (if any) reasonably necessary for Contractor to perform agreed upon Services under the applicable SOW.
- Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or “mock data”. “Mock Data” is data created by the Contractor and does not contain PII, PHI, or similarly regulated Restricted Information.
- If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State approved documented process and a State-owned workstation. This type of de-identification request must be processed through OTS.
- Contractor shall implement security measures such that non-production environments under Contractor’s full control, do not contain Restricted Information unless provided with written authorization from the State’s Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the UAT or Training environments.
- The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed upon Services.
- Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). Contractor will maintain and update the access lists as needed.
- Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.
- State will promptly notify Contractor’s Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.
- The State will be responsible for the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed upon Services, shall not expose non-production environments to Restricted Information.

4.0 SECURE DEVELOPMENT

When agreed upon Services require Contractor to develop or configure systems or applications, the Contractor is responsible (unless otherwise authorized in writing by the State's Information Security Team) for:

- Working with the State's Information Security Team to require additional application or system specific Information Security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. State's Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the State's Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end user is validated and filtered via server-side processes prior to processing in order to prevent code injection and improve data integrity.
- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.
- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed utilizing currently accepted industry standards, in order to successfully prevent an unauthorized individual obtaining the ability to bypass authentication controls by "hijacking" a valid session.
- Requiring applications integrate with the State's Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate and are not presented with a logon form, if single-sign on is applicable to the scope of the agreed upon Services and/or set out in the applicable SOW.
- Requiring application or system roles and permissions are managed by the State's AD and IAM solutions.
- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

5.0 SECURE SYSTEM ADMINISTRATION AND MAINTENANCE

When agreed upon Services require Contractor to maintain or administer systems or applications, the Contractor is responsible (unless otherwise expressly agreed to by the parties as to being out-of-scope of the agreed upon Services, set out in the applicable SOW or authorized in writing by the State's Information Security Team) for:

- Following State's change management policies.
- Maintaining and renewing any applicable application security certificates prior to expiration.
- Testing and applying all applicable security patches or updates in a timely manner per the Work Plan.

- The State will test and apply applicable state managed system or application security patches or updates in a timely manner.
- Requiring Systems utilize industry-accepted anti-virus as approved by the State's Information Security Team.
- Requiring Systems are restricted from connecting to the internet directly, unless approved by the State's Information Security Team.
- Requiring and validating Systems and applications are configured or modified to produce the adequate baseline level of audit records and security event logs.
- Requiring that local accounts and local authentication are not utilized unless provided approval by the State's Information Security Team.
- Requiring system access roles are provided by the State's AD and IAM.

6.0 GENERAL REQUIREMENTS

- In the actual or reasonably suspected event the Contractor personnel has materially violated the terms or requirements of this attachment, the State shall be entitled to take action to disable or prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within eight (8) hours and provide a written status of the violation and estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel's actual or reasonably suspected material violation of the terms or requirements of this attachment causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable the Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.
- System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed 60 days, at no additional cost to the State.
- Contractor shall work with the State's designated resources to produce any documentation required to facilitate an Audit (internal or external) of the State when needed, in an urgent manner. If estimated effort is above 20 hours for the individual audit request, the State will process a change request to continue contractor support.
In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this Agreement or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the State's Information Security Team require appropriate notification and prior written approval from the State's Information Security Team in addition to the Contractor's documented validation and testing of the newly proposed technology or process.

ATTACHMENT V: INVENTORY OF RECORDS AND DOCUMENT TYPES

Glossary of Acronyms:

ACT = Active Period

CY = Calendar Year

FY = Fiscal Year

PERM = Permanent

LOA = Life of Agency

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Accounting	Grant Related Vendor Invoices	Payment documents that are associated with a Grant with supporting documentation	Executive Division / Financial Services - Grant Related Vendor Invoices - ACT + 8FY	P - Public Record	V - Vital
Executive - Accounting	CWPPRA Projects Vendor Invoices	Payment documents that are associated with a CWPPRA Cost Share with supporting documentation	Executive Division / Financial Services - CWPPRA Project Agreements & Amendments - ACT+ 20 FY	P - Public Record	V - Vital
Executive - Accounting	AP Vendor Invoices - Non Grant	Payment documents that are not associated with a Grant or Cost Share with supporting documentation	Executive Division / Financial Services - AP Vendor Invoices (Non-Grant Related) - ACT + 6FY	P - Public Record	V - Vital
Executive - Accounting	QuickBooks/Imprest Account	Requests and backup documentation for QuickBooks checks	Executive Division / Financial Services - QuickBooks/Impressed account Documents - ACT + 6FY	M - May Contain Confidential Information	V - Vital
Executive - Accounting	Travel Reimbursements	Requests and backup documentation for Travel Reimbursements	Executive Division / Financial Services - Travel Reimbursement Forms and Documents - ACT + 6FY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Accounting	Void/Cancelled QuickBooks Checks	Copies and backup documentation for Voided/Cancelled QuickBooks Checks	Executive Division / Financial Services - Voided/Cancelled QuickBooks Checks - ACT + 6FY	M - May Contain Confidential Information	V - Vital
Executive - Accounting	Revenue Receipts/Deposit Tickets	Deposits with all associated backup documentation	Executive Division / Financial Services - Revenue Receipts/Deposit Slips/Mail Receipts - ACT + 6FY	M - May Contain Confidential Information	V - Vital
Executive - Accounting	Grant Folders	Grant Awards, Financial Reports (425s), Draws & Correspondence	Executive Division / Financial Services - Grant Folders (Grant Award, Financial Reports (425s), Draws, & Correspondence) - ACT+ 3 FY	P - Public Record	V - Vital
Executive - Accounting	Grant Billing Detail Packets	Backup and supporting documentation for Grant Billing Detail Packets	Executive Division / Financial Services - Grant Billing Detail Packets - ACT + 5 FY	P - Public Record	V - Vital
Executive - Accounting	Cost Share Billing Detail Packets	Backup and supporting documentation for Cost Share Billing Detail Packets	Executive Division / Financial Services - Cost Shares Billing Detail Packets - ACT+ 20 FY	P - Public Record	V - Vital
Executive - Accounting	Annual Budget Request Books	Annual Budget Request Books and Supporting Documentation	Executive Division / Financial Services - Annual Budget Request Books and Supporting Documentation - ACT + 6 FY	P - Public Record	V - Vital
Executive - Accounting	Executive Budget, Appropriation Letters, HB 1 (Operating), HB 2 (Capital Outlay), SIFO Analysis, BA-7s, & Budget Adjustments	Executive Budget, Appropriation Letters, HB 1 (Operating), HB 2 (Capital Outlay), SIFO Analysis, BA-7s, & Budget Adjustments - all supporting documentation associated	Executive Division / Financial Services - Executive Budget, Appropriation Letters, HB 1 (Operating), HB 2 (Capital Outlay), SIFO Analysis, BA-7s, & Budget Adjustments) - ACT + 6 FY	P - Public Record	V - Vital
Executive - Accounting	Audit Results	Audit Results with supporting documentation	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	P - Public Record	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Accounting	Audit Reports	Audit Reports - Done for the agency by CPA, Federal Sponsors/Agencies, or private firms	Executive Division / Financial Services - Audit Reports (done for the agency by CPA, Federal Sponsors/Agencies, or private firms) - PERM	P - Public Record	I - Important
Executive - Accounting	Capital Outlay BDS Entries	Capital Outlay BDS Entries and supporting documentation	Executive Division / Financial Services - Capital Outlay BDS Entries and Supporting Documentation - ACT + 6FY	P - Public Record	I - Important
Executive - Accounting	Non-Grant Journal Vouchers	Non-Grant Journal Vouchers and supporting documentation	Executive Division / Financial Services - Non-Grant Journal Vouchers - ACT + 6FY	P - Public Record	I - Important
Executive - Accounting	Grant Journal Vouchers	Grant Journal Vouchers and supporting documentation	Executive Division / Financial Services - Grant Journal Vouchers - 8 FY	P - Public Record	V - Vital
Executive - Accounting	NFWF Files	Payment documents, Draw Packets, etc. that are associated with NFWF	Executive Division / Financial Services - NFWF Files - Life of Project + 5FY	P - Public Record	I - Important
Executive - Accounting	RESTORE Files	Payment documents, Draw Packets, etc. that are associated with RESTORE	Executive Division / Financial Services - RESTORE Files - Life of Project + 3FY	P - Public Record	I - Important
Executive - Administration	Non CWPPRA Cost Share Agreements & Amendments	Agreements/Amendment backup documentation	Executive Division / Financial Services - Non CWPPRA Cost Share Agreements & Amendments - ACT+ 5 FY	P - Public Record	V - Vital
Executive - Administration	CWPPRA Project Agreements & Amendments	Agreements/Amendment backup documentation	Executive Division / Financial Services - CWPPRA Project Agreements & Amendments - ACT+ 20 FY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Administration	Purchase Orders, Requisitions and Bid Proposals - General	General - Non-PCARD Vendor payments, Large Item/Services payments over \$5000 & supporting documentation	Executive Division / General Services - POs/Requisitions and Bid Proposals - General - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Purchase Orders, Requisitions and Bid Proposals – Non-CWPPRA Project	Non-CWPPRA - Non PCARD Vendor payments, Large Item/Services payments over \$5000 & supporting documentation	Executive Division / General Services - POs/Requisitions and Bid Proposals - Non-CWPPRA Project - ACT + 10FY	P - Public Record	I - Important
Executive - Administration	Purchase Orders, Requisitions and Bid Proposals – CWPPRA Project	CWPPRA - Non PCARD Vendor payments, Large Item/Services payments over \$5000 & supporting documentation	Executive Division / General Services - POs/Requisitions and Bid Proposals - CWPPRA Project - ACT + 25CY	P - Public Record	I - Important
Executive - Administration	Property Records – Non-Assets and Inventory Records	Transfer Forms, Annual Inventory, Surplus Documentation	Executive Division / General Services - Property Records – Non-Assets and Inventory Records - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Property Records - Assets	Transfer Forms, Annual Inventory, Surplus Documentation, and Supporting Documentation for the Asset	Executive Division / General Services - Property Records – Assets - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Fleet Records	Vehicle Maintenance Logs, GPS Tracking Reports, Repair documentation	Executive Division / General Services - Fleet Records - ACT + 3FY	P - Public Record	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Administration	Authorized Driving Records	Annual DMV Records and signed Authorizations to Drive	Executive Division / General Services - Authorized Driving Records - ACT + 3CY	C- Contains Confidential Information	I - Important
Executive - Administration	Boater Safety Records	Louisiana Wildlife Reports, Boater Accident Reports, Signed Boater Agreements, Training documentation	Executive Division / General Services - Boater Safety Records - ACT + 3FY	C- Contains Confidential Information	I - Important
Executive - Administration	Risk Management Reports & Claims	Property Exposure Reports, Insurance Documentation, Claim Paperwork, Photos, Police Reports	Executive Division / General Services - Risk Management Reports and Claims - ACT + 3FY	C- Contains Confidential Information	I - Important
Executive - Administration	Office of Telecommunications (OTM) Work Orders	Work Orders and Supporting Documentation	Executive Division / General Services - OTM Work Orders - ACT + 3FY	P - Public Record	I - Important
Executive - Administration	Leases	Lease documents for Baton Rouge, New Orleans, Lafayette, Thibodeaux; requests for leased space, amendments, floor plans and general correspondence	Executive Division / General Services - Leases - ACT + 10FY	P - Public Record	I - Important
Executive - Administration	Professional / Consulting / Personal Services and Inter-agency Agreements	All documents associated with final contract execution.	Executive Division / Project Support and Contracts - Contract Records - ACT + 15FY	M - May Contain Confidential Information	V - Vital
Executive - Administration	Title 39 Master Procurement Files	Proposal Conferences, Oral Presentations, Agency's Legal Division Review of the Contracts, Proposals for Contractors, Determination of Negotiations, Justification for Contractor Selection, Technical Review Sheets, Protests of Contract Awards, Promulgation Articles, Requests for Correspondence, Concurring Requests for Proposals	Executive Division / Project Support and Contracts - Master File Contract Records - ACT + 15FY	M - May Contain Confidential Information	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Administration	Master Grant Records	Grant applications, grant awards, grant amendments, all Federal correspondence, Financial Status Reports, Federal Cash Transaction Reports, Grant Extensions, and Grant Closeouts	Executive Division / Project Support and Contracts - Master Grant Records - ACT + 25CY	P - Public Record	V - Vital
Executive - Administration	Cooperative Endeavors, Cost Shares, Intergovernmental Agreement, Memorandum of Understanding, Memorandum Of Agreement	All documents associated with final contract execution.	Executive Division / Project Support and Contracts - Cooperative Endeavors, Cost Shares, Intergovernmental Agreements, Memo of Understanding, Memo of Agreement - ACT + 25FY	P - Public Record	I - Important
Executive - Administration	Payment Support for Local Governments	Payment support for local governments as required by USACE; USACE also typically requires a letter from CPRA. This documentation is for South East Louisiana Projects. Each parish is responsible for payback. CPRA only has hard-copy files for Orleans and Jefferson parishes.	20 to 30-year retention requirement after the end of construction.	P - Public Record	I - Important
Executive - Legal	General Litigation Files	Any documents associated with general litigation	Executive Division / Legal - General Litigation Files - ACT + 5CY	C- Contains Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Legal	Contract Files	Final executed contract documents	Executive Division / Legal - Contract Files - ACT + 10CY	M - May Contain Confidential Information	V - Vital
Executive - Legal	Public Records Files	Documents associated with public records requests (including cover letters)	Executive Division / Legal - Public Records Files - ACT + 5CY	P - Public Record	I - Important
Executive - Legal	General Legal Correspondence	All legal correspondence not associated with one of the other document types	Executive Division / Legal - General Legal Correspondence - ACT + 5CY	M - May Contain Confidential Information	U - Useful
Executive - Legal	Federal Legal Files	All legal communications with the federal government, including the Corps of Engineers and FEMA	ACT + 10 CY	M - May Contain Confidential Information	U - Useful
Executive - Deep Water Horizon Oil Spill	DWH Response	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	DWH NRDA and Documents	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	DWH Early Restoration	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	Contractor – Pre-Settlement	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	Pre-Settlement Litigation	Mostly electronic; some paper	Until 1.4.2020	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Deep Water Horizon Oil Spill	Settlement Documents	Mostly electronic; some paper	PERM	M - May Contain Confidential Information	V - Vital
Executive - Deep Water Horizon Oil Spill	Contractor – Post-Settlement	Paper and electronic	ACT + 10CY	M - May Contain Confidential Information	I - Important
Executive - Deep Water Horizon Oil Spill	DWH Restoration Project Selection and Implementation	Paper and electronic	ACT + 6CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Payroll	Timesheets, leave records/memos, prior period adjustments, payroll reports, audit reports	Executive Division / Human Resources - Payroll (timesheets, leave records/memos, prior period adjustments, payroll reports, audit reports) - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Benefits	Enrollments, changes, verifications, ACA	Executive Division / Human Resources - Benefits (enrollment, changes, verifications, ACA) - ACT + 70CY	C- Contains Confidential Information	V - Vital
Executive - Human Resources	OGB Invoicing		Executive Division / Human Resources - OGB Invoicing - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Personnel Files		Executive Division / Human Resources - Personnel Files (vital/non-vital) - ACT + 70CY	M - May Contain Confidential Information	V - Vital
Executive - Human Resources	Policies & Procedures		Executive Division / Human Resources - Policies and Procedures - PERM	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Human Resources	Position Descriptions		Executive Division / Human Resources - Position Descriptions - ACT + 5CY	P - Public Record	I - Important
Executive - Human Resources	Recruiting	Job vacancy announcements, applicant recaps/lists, non-hire applications	Executive Division / Human Resources - Recruiting (job vacancy announcements, applicant recaps/lists, non-hire applications) - ACT + 2CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	I-9's		Executive Division / Human Resources - I-9's - ACT + 3CY	C- Contains Confidential Information	V - Vital
Executive - Human Resources	Affirmative Action/EEO		Executive Division / Human Resources - Affirmative Action/EEO Records - ACT + 2CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Grievance, Appeals, Confidential, Discipline Records		Executive Division / Human Resources - Grievance, Appeals, Confidential, Discipline Records - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Workers Compensation		Executive Division / Human Resources - Workers Compensation Records - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	FMLA records		Executive Division / Human Resources - FMLA Records - ACT + 5CY	C- Contains Confidential Information	I - Important
Executive - Human Resources	Human Resources Correspondence & Reports		Executive Division / Human Resources - Human Resources Correspondence and Reports - ACT + 4CY	M - May Contain Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Human Resources	Civil Service Correspondence	Reports, job studies, business reorganization, DPRI, audits	Executive Division / Human Resources - Civil Service Correspondence (reports, job studies, business reorganization, DPRL, audits) - ACT + 5CY	M - May Contain Confidential Information	I - Important
Executive - Human Resources	Organizational Charts/Reporting Structures		Executive Division / Human Resources - Organizational Charts/Reporting Structures - ACT + 10CY	P - Public Record	I - Important
Executive - Human Resources	Safety Files	Checklists, read receipts, rosters, forms, communications, reports	ACT + 5CY		
Executive - Human Resources	Building Access Records	Guest logs, access card/key assignment forms	ACT + 2CY		
Executive - Human Resources	Blood Borne Pathogen Exposure Records		ACT + 30CY		
Executive - Human Resources	Safety Loss Prevention Manual		ACT + 3CY		
Executive - Outreach and Engagement	Annual Plan	Report	Permanent	P - Public Record	
Executive - Outreach and Engagement	Quarterly Report	Report	Permanent	P - Public Record	
Executive - Outreach and Engagement	Board Meeting Agenda	Board Meeting Record	ACT + 6 CY	P - Public Record	
Executive - Outreach and Engagement	Board Meeting Minutes	Board Meeting Record	ACT + 6 CY	P - Public Record	

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Executive - Outreach and Engagement	Board Meeting Presentations	Board Meeting Record	ACT + 6 CY	P - Public Record	
Executive - Outreach and Engagement	Press Releases	State of LA - Retention Record	ACT + 5 CY	P - Public Record	
Executive - Outreach and Engagement	E-Blast Newsletters	State of LA - Retention Record	ACT + 5 CY	P - Public Record	
Executive - Internal Audit	Internal Audit Reports	Finalized reports to the Executive Director for each Internal Audit summarizing the relevant findings, recommendations and other observations. (Maintained in electronic form only.)	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	P - Public Record	U - Useful
Executive - Internal Audit	Work papers	The organized set of documents in support of each Internal Audit report. These documents include Internal Audit analyses, source documents from within CPRA and relevant research. (Maintained in electronic form only.)	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	M - May Contain Confidential Information	U - Useful
Executive - Internal Audit	Planning documents	Documents created by Internal Audit for planning purposes only. These include the annual audit plan and risk assessment, work programs and/or planning memos unique to each audit, and general checklists. (Maintained in electronic form only.)	Executive Division / Financial Services - Audit Results/Review by Fiscal Year (done by Legislative Auditor or submitted to Leg. Auditor) - ACT + 3 FY	M - May Contain Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	As-Builts	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Red-Line As-Builts	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	100% Awarded Plans	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	100% Specifications	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Draft Plans	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Draft Specifications	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Official Correspondence (NCC Letters/ Turnover Letters/Agreements/Cost Share /ROE etc.)	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Narrative Completion Report	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	Project Description Document	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	NCC Surveys	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Compliance Surveys	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	QA/QC Documentation	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Modifications	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Request For Information (RFI)	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Design Change Notifications	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Submittals	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Design Documentation Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	Geotechnical Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Site Visit Inspection Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Meeting Agendas	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Distress Reports/Requests for Technical Assistance	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	USACE Elevation Report	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	OMRR&R Manuals	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Draft OMRR&R Manuals	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Water Control Manuals	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Permitting	Permits	Permits	Operations Division - Permits - LOA + 3CY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Operations - Flood	Quarterly Inspection Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Semi-Annual Inspection Reports	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Annual Inspection Reports	33 CFR Inspections and Reports	Operations Division - 33 CFR Inspections and Reports - ACT + 4CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Periodic Inspection Reports	33 CFR Inspections and Reports	Operations Division - 33 CFR Inspections and Reports - ACT + 4CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Maps	Project Files	Operations Division - Project Files - LOA + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	File Tracking Spreadsheets (NCC/files/RTAs, etc.)	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Reviews on Draft Documents	Working Files	Operations Division - Working Files - ACT + 5CY	M - May Contain Confidential Information	V - Vital
Operations - Flood	Vehicle Logs/Invoices	Administration Files	Operations Division - Administrative Files - ACT + 3CY	M - May Contain Confidential Information	I - Important
Operations - Flood	Timesheet Entries	Administration Files	Operations Division - Administrative Files - ACT + 3CY	M - May Contain Confidential Information	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Planning and Research - Strategic Planning	Master Plan Data	Data assembled and collected to support the Master Plan	LOA + 10CY	P - Public Record	V - Vital
Planning and Research - Strategic Planning	Master Plan Reports, Memos, and Appendices	Documentation of Master Plan model development and results	LOA + 10CY	P - Public Record	V - Vital
Planning and Research - Strategic Planning	Vendor resumes, Contracts, Task orders, and invoices	Vendor documentation for Task orders to support Master Plan development	ACT + 7CY	P - Public Record	I - Important
Planning and Research - Strategic Planning	External Agendas and Meeting Notes	External meeting documentation	ACT + 7CY	P - Public Record	I - Important
Planning and Research - Strategic Planning	Internal Agendas and Meeting Notes	Internal Meeting Documentation	ACT + 7CY	P - Public Record	I - Important
Planning and Research - Strategic Planning	Internal Process documentation	Process descriptions and policies	ACT + 1CY	P - Public Record	I - Important
Planning and Research - Studies & Environmental	Water Institute of the Gulf-CEA Task Orders	Original Notices to Proceed	LOA + 10CY These will most likely move to Accounting/ Project Support. They are originals but have been scanned and sent to TWIG and Project Support.	M - May Contain Confidential Information	U - Useful
Planning and Research - Studies & Environmental	LCA Project Accounting files	Copies of paid invoices	ACT+20CY	M - May Contain Confidential Information	U - Useful
Planning and Research - Studies & Environmental	CWPPRA Tech Committee Binders	Copies of Committee Binders- also available online	ACT + 20CY	M - May Contain Confidential Information	U - Useful

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Planning and Research - Studies & Environmental	LCA Final Report	Final reports of LCA Feasibility Studies	LOA + 10CY	P - Public Record	U - Useful
Planning and Research - Studies & Environmental	Coastal Forest Conservation Initiative Program	Program Files and Final Reports	LOA + 10CY	P - Public Record	U - Useful
Planning and Research - Studies & Environmental	Cultural Resource Investigations	Final Reports	LOA + 10CY	P - Public Record	U - Useful
Planning and Research - Strategic Planning	Project Maps	The final version of the maps.	LOA + 10CY	P - Public Record	U - Useful
Project Management	Data Collection Reports	Geotechnical, Surveying, Water Levels, Wave Modeling, etc.	Project Management and Engineering Divisions - Data Collection Reports – Design – Geotechnical, Surveying, Water Levels, Wave Modeling, Etc. - ACT + 25CY	P - Public Record	I - Important
Project Management	Preliminary Design	Represents a milestone in the design phase and may also contain drawings used to determine the constructability of projects.	Project Management and Engineering Divisions - 30% Design Package - ACT + 25CY	P - Public Record	I - Important
Project Management	Final Design	Represents a milestone in the design phase and contains drawings used for developing construction strategies.	Project Management and Engineering Divisions - 95% Design Package - ACT + 25CY	P - Public Record	I - Important
Project Management	Final Plans & Specifications	A milestone in design phase that is used for preparing projects for construction phase and bidding processes where applicable.	Project Management and Engineering Divisions - Final Plans and Specifications - ACT + 25CY	P - Public Record	I - Important

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Project Management	Environmental Studies & Reports	Various reports (project specific) that determine the environmental, habitat, and cultural resource impacts of construction within the project footprint.	Project Management and Engineering Divisions - Environmental Studies and Reports - ACT + 25CY	P - Public Record	I - Important
Project Management	Project Permits - Signed	State CUP Permits; USACE Permits; Dredging Permits; DEQ Permits, Pipeline Crossing Agreements; Fill Material License; and others as determined by project scope.	Project Management and Engineering Divisions - Project Permits - Signed - ACT + 25CY	P - Public Record	I - Important
Project Management	Construction Completion Reports / Deliverables	Includes all reports and drawings as specified in construction contracts based on the project scope.	Project Management and Engineering Divisions - Construction Completion Reports/Deliverables - ACT + 25CY	P - Public Record	I - Important
Project Management	As-Built Documents	Includes stamped drawings of final construction of the project as accepted as complete.	Project Management and Engineering Divisions - As-Built Documents - ACT + 25CY	P - Public Record	I - Important
Project Management	Annual Plan	Bound published document that provides CPRA 3-year forecast on implementation.	Project Management - Project Controls - Annual Plan - LOA	P - Public Record	V - Vital
Project Management	GOCA Fact Sheets	No longer a CPRA document. Produced solely by GOCA	Project Management - Project Controls - GOCA Fact Sheets - LOA	P - Public Record	U - Useful
Project Management	HB1 Request	Operational Budget Document	Project Management - Project Controls - HB1 Request - LOA	M - May Contain Confidential Information	V - Vital
Project Management	HB2 Request	Project Budget Document (Posts electronically via e-Corts.	Project Management - Project Controls - HB2 Request - LOA	M - May Contain Confidential Information	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Project Management	IMPR (Internal Monthly Progress Report)	Internal electronic .pdf format monthly project status updates.	Project Management - Project Controls - IMPR (Internal Monthly Progress Report) - LOA	C- Contains Confidential Information	I - Important
Project Management	Operational Plan	Annual outlook on project performance metric.	Project Management - Project Controls - Operational Plan - LOA	P - Public Record	V - Vital
Project Management	Performance Indicators	Quarterly status report on project performance.	Project Management - Project Controls - Performance Indicators - LOA	P - Public Record	I - Important
Project Management	Quarterly Reports	Provide schedule content and financial content.	Project Management - Project Controls - Quarterly Reports - LOA	P - Public Record	U - Useful
Project Management	Tobin Maps	Parish Maps that show property ownership with Section-Township-Range	Project Management – Land Rights - Tobin Maps - PERM	C- Contains Confidential Information	V - Vital
Project Management	Property Abstracts	Chain of title for properties within project footprints.	Project Management – Land Rights - Property Abstracts - LOA	P - Public Record	V - Vital
Project Management	Land Agreements	Temporary or Permanent servitude information that are the original, stamped documents for project land agreements. Includes Corps 303(e) requests.	Project Management – Land Rights - Permanent Land Agreements - LOA	M - May Contain Confidential Information	V - Vital
Project Management	Land Rights Certification Files	Transmittal copies of team notification that land rights have been acquired sufficient to construct projects.	Project Management – Land Rights - Land Rights Contracts and Contractor Tasking Files - LOA	P - Public Record	V - Vital
Project Management	Land Rights Budget Files	Informational documentation of land rights acquisition costs.	Project Management – Land Rights - Land Rights Budget Files - ACT + 5CY	P - Public Record	V - Vital

Division/Section	Record/Document Type Name	Record/Document Type Description	Retention Period	Security Status	Vital Record ID
Project Management	Parcel/Tract Surveys	Permanent survey records of properties acquired by the State. ORIGINAL DOCUMENTS.	Project Management – Land Rights - Parcel / Tract Surveys - ACT	M - May Contain Confidential Information	V - Vital
Project Management	Authorizations for Entry for Surveys	Documents with original signatures from landowners; corps personnel, etc. allowing access to the property.	Project Management – Land Rights - Authorizations for Entry for Surveys - ACT + 5CY	M - May Contain Confidential Information	I - Important
Project Management	Land Appraisals	Appraisal for properties that have been purchased and established Fair Market Value.	Project Management – Land Rights - Land Appraisals - LOA	M - May Contain Confidential Information	V - Vital
Project Management	Appropriations/Expropriations	Documentation of proceedings for parish or levee district acquired property through non-traditional acquisition.	Project Management – Land Rights - Appropriations / Expropriations - LOA	P - Public Record	V - Vital
Project Management	Corps Crediting Applications	Correspondence with documentation that CPRA has expended 'X' dollars for the acquisition of property. LERRDS	Project Management – Land Rights - Corps Crediting Applications - ACT	P - Public Record	V - Vital
Project Management	Oyster Lease Acquisitions and Extinguishments	Correspondence to oyster lease owner to inform owner his lease has been acquired with the dollar amount.	Project Management – Land Rights - Oyster Lease Acquisitions and Extinguishments - LOA	P - Public Record	V - Vital
Project Management	Oyster Lease Impact Analysis	Scientific/biological assessment of oyster lease and how project construction impacts leases.	Project Management – Land Rights - Oyster Lease Impact Analysis - LOA	P - Public Record	V - Vital
Project Management	Historical Oyster Records	Variety of documents of historical nature for purposes of research and reference.	Project Management – Land Rights - Historical Oyster Records - PERM	P - Public Record	V - Vital

ATTACHMENT VI: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic 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 electronically accept Automated Clearing House (ACH) credit files and remittance information. Additional information and an enrollment form are 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

ATTACHMENT VII: ENTERPRISE ARCHITECTURE REQUIREMENTS

1.1 Technology Overview

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of statewide enterprise systems. The Enterprise Architecture (EA) platform consists of eight core components hosted on a hyper converged infrastructure spanning two State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools: infrastructure and network monitoring, application performance monitoring (APM), security information and event management (SIEM), and log aggregation. This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. Contractors must use these State provided tools as part of the project management lifecycle.

1.2 Key Goals

1. The consuming application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in C#/.Net although other integrations may exist.
2. All applications or systems integrating into the EA platform must integrate into these components using standard SOAP/REST APIs or connectors or message queues within the ESB or APIGW.
3. All applications or systems integrating into the EA platform must integrate with the Identity Access Management /Single Sign On, API Gateway, and/or Enterprise Service Bus components, irrespective of which of the other components will be used.
4. All integrations must be reviewed and approved through the State's governance processes.

1.3 Operations and Governance

The Enterprise Architecture is designed upon the Information Technology Information Library (ITIL) and The Open Group Architectural Framework (TOGAF) frameworks. Integrating solutions shall adhere to the State's Enterprise Architecture Governance processes to include:

- **Change and Release Management**
 - Changes to Production must be submitted to the State's EA Change Control Board (CCB) for evaluation
- **Performance Management**
 - Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices
 - Real-time Business and IT dashboards will be published
 - Integrating systems shall define uptime and performance SLAs as part of any resulting contract
- **Incident and Problem Management**

- Any event that results in the violation of a Service Level Agreement (SLA) will require a Root Cause Analysis to be performed and reported to the State's CCB
- **Availability Management**
 - High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually
 - eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)

In alignment with TOGAF, the Integrator will align their solution with the State's Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and updated as required to reflect changes to both business strategy and IT technologies.

1.4 Software

The eight components include the following:

1. **Identity Access Management/Single Sign On (IAM/SSO)** - All users, both internal and external, are validated through a common security portal using Security Assertion Markup Language (SAML) for authorization and authentication. Users maintain a single account for use across all consuming systems. The use of JSON Web Tokens (JWT) has also been approved.
2. **API Gateway (APIGW)** – Applications communicate through the APIGW to access other enterprise components and to integrate via web services (SOAP or RESTful) to systems both inside and outside of the State's network.
3. **Enterprise Service Bus (ESB)** – The ESB provides API connections to legacy applications and mainframe systems in addition to providing support for process queues. Access to the ESB is done via web services (SOAP or RESTful) or through message queues.
4. **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an "entity" or a "person", to improve data integrity within and across applications statewide. Use of the MDM is highly encouraged by the State's Enterprise Data Management group to develop Statewide master person/entity relationships across the enterprise.
5. **Data Warehousing (DWH)** – Statewide data storage system that allows for cross application or even statewide reporting of information.
6. **Electronic Document Storage (EDMS)** - Document storage system that allows flexible and scalable storage of a variety of file types.
7. **Consumer Communications (CC)** - Allows for the production and distribution of internal and external communications via print, email, and SMS. The CC component fully integrates into the State's Enterprise Print Center for print and mail fulfillment.
8. **Business Rules Engine (BRE)** - Creates and maintains the rules that underlie the decision logic within an application.

1.5 Support Tiers

These components are separated into two support tiers. Contractors are required to utilize Tier 1 components for any system integration. Use of Tier 2 components is not mandatory but is highly encouraged where appropriate.

Tier 1:

- Identity Access Management/Single Sign On
- API Gateway
- Enterprise Service Bus

Tier 2:

- Master Data Management
- Data Warehousing
- Electronic Document Storage
- Consumer Communications
- Business Rules Engine

In addition to these components, the EA system uses many software systems for reporting, monitoring, file transfers, workload scheduling, work management, application lifecycle management, and other ancillary functions.

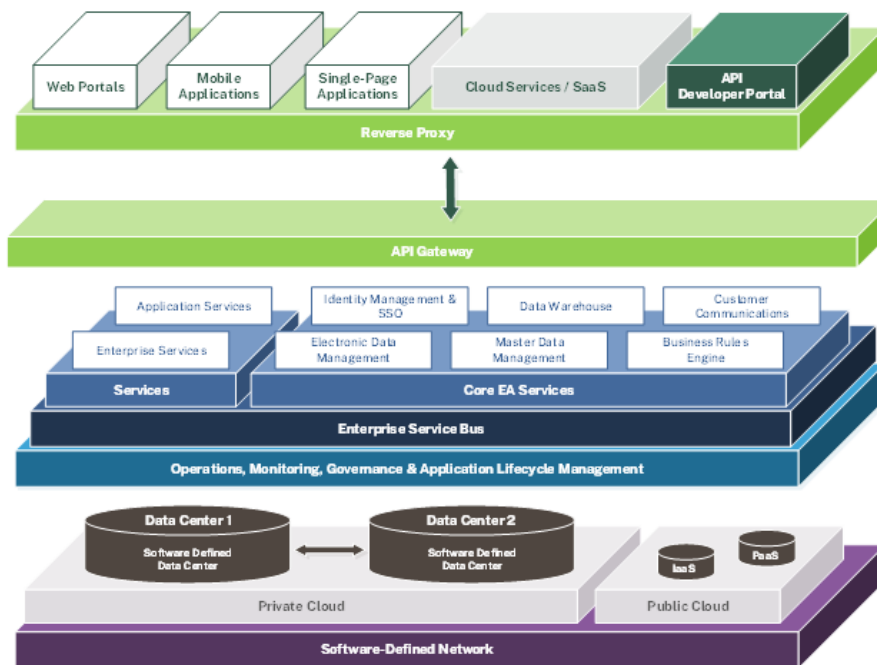


Figure 1 - EA Conceptual Model

1.6 Environments

The EA system provides three environments into which consuming systems to integrate. These environments are separated according to the data classification of any data processed by consuming systems, according to the data classifications rules in the OTS Information Security Policy. The three environments are:

1. **Production (PROD)** – Contains all production systems. The use case for this environment is for any production system. This environment is highly available, in an active/active configuration.
2. **Non-Production/Restricted (NPR)** – Contains non-production systems which consume or process restricted information. Use cases for this environment include User Acceptance Testing (UAT), Staging,

and Conversion.

3. **Non-Production/Non-Restricted (NPNR)** – Contains non-production systems which consume or process non-restricted information. Use cases for this environment include Development, System Integration Test (SIT), and Training. This environment is highly available, in an active/active configuration.

Additionally, the EA system has a single **Development (DEV)** environment which is not exposed for consuming system use. The Development environment is used for testing EA platform upgrades, hardware and software updates, and other system changes.

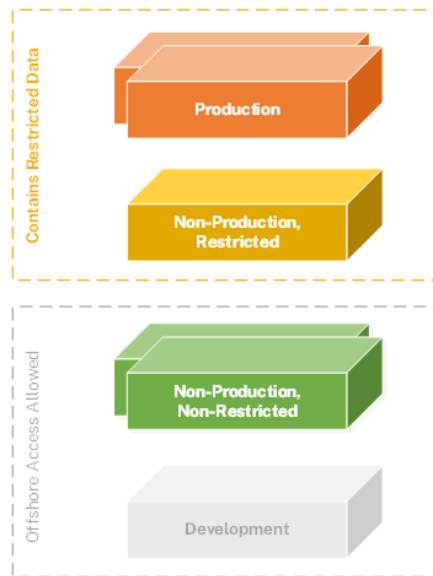


Figure 2 - Environment Design

1.7 Technology Stack

Version numbers are shown, where appropriate, and are subject to change

1.8 Infrastructure

Item	Vendor	Description	Version
Nutanix	Nutanix/Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance	
VxRail	Dell	Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance	
ESXi	VMware		
vCenter	VMware		

NSX	VMware		
SRM	VMware		
Windows Server	Microsoft	Standard OS for Windows	2012 R2
RedHat Enterprise Linux	RedHat	Standard OS for Linux	
MS SQL Server 2014	Microsoft	Enterprise Database/Storage Engine	Enterprise

1.9 Core Components

Item	Vendor	Description	Version
Decision Center, Decision Server	IBM	Business Rules Engine (BRE)	v8.x
Exstream	Opentext	Client Communications, Correspondence Generation (CC)	v9.x
Pentaho	Hitachi Data Systems	Data warehouse and Analytics (DWH)	v5.x
Case Foundation, Content Manager, Enterprise Records Foundation	IBM	Electronic Document Management (EDMS)	v5.x
webMethods	Software AG	Enterprise Service Bus (ESB)	v9.x
API Gateway	Broadcom	Enterprise API Gateway	
Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On	Broadcom	Security integration product; includes access management, directory services integration capability, and identity management (IAM/SSO)	v12.x
InfoSphere	IBM	Master Data Management suite (MDM)	

1.10 Performance, Monitoring, & Lifecycle Management

Item	Vendor	Description	Version
Bamboo	Atlassian	Continuous Integration, Deployment, and Delivery	
GitHub Enterprise	GitHub	Source Code Repository	2.7
IBM Workload Scheduler	IBM	Job Scheduling	
Jama	Jama Software	Requirements Tracking & Control	
JIRA	Atlassian	Issue & Project Tracking	7.0
McAfee Enterprise Security Manager	Intel	DevOps/Automation	
MoveIT	Ipswitch	Enterprise Managed File Transfer	
Nagios	Nagios	Infrastructure monitoring/alerting	XI
NewRelic APM	NewRelic	Application performance monitoring	
Puppet Enterprise	Puppet	DevOps/Automation	
Splunk	Splunk	Operational Intelligence	

1.11 Contractor Requirements for Integration

If applicable, Contactor shall

- Ensure integration with the State’s Identity Access Management/Single Sign On system for both internal and external users. Integrating systems must use this system for all authentication and authorization functions.
- Ensure their solution will utilize the State’s Enterprise Service Bus and API Gateway for all API or real time interfaces, or any interactions with other EA or State technology components. All integrating connections must be made using standard SOAP/REST APIs or connectors or message queues within the Electronic Service Bus or API Gateway. The use of JSON Web Tokens (JWT) may be approved by the State.
- Utilize the State’s MoveIT platform for all file transfers. The preferred connection method is FTPS (FTP over SSL) which requires a server-side CA certificate - no self-signed certificate will be allowed. 256-bit, FIPS 140-2 validated AES encryption is used to protect any transmitted files from unauthorized use, theft, hacking and/or viewing while stored on State resources. PGP/GPG file type encryption is also required with an exchange of public keys.