

REQUEST FOR PROPOSALS

for

Fire Station Alerting System



Orleans Parish Communication District

Tyrell T. Morris, MBA CPE

Executive Director

RFP #: 1234-2023-911

Proposal Release Date: MARCH 24, 2023

Proposal Due Date/Time: APRIL 24, 2023 11:59 PM



PART 1: Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION5

- 1.1 Purpose 5
- 1.2 Background 5
- 1.3 Goals and Objectives..... 5
- 1.4 Definitions..... 6
- 1.5 Schedule of Events 7
- 1.6 Proposal Submittal..... 7
 - 1.6.1 RFP Qualifications: 7
 - 1.6.2 Fire Facilities & Technical Requirements 12
- 1.7 Proposal Response Format 14
 - 1.7.1 Cover Letter..... 14
 - 1.7.2 Table of Contents 14
 - 1.7.3 Executive Summary..... 14
 - 1.7.4 Company Background and Experience 14
 - 1.7.5 Veteran and Hudson Initiative Programs Participation 15
 - 1.7.6 Cost Proposal 16
 - 1.7.7 Certification Statement..... 16
- 1.8 Number of Copies of Proposals 16
- 1.9 Legibility/Clarity 17
- 1.10 Confidential Information, Trade Secrets, and Proprietary Information 17
- 1.11 Proposal Clarifications Prior to Submittal..... 18
 - 1.11.1 Pre-proposal Conference 18
 - 1.11.2 Blackout Period 19
- 1.12 Error and Omissions in Proposal 20
- 1.13 Changes, Addenda, Withdrawals 20
- 1.14 Withdrawal of Proposal 20
- 1.15 Waiver of Administrative Informalities..... 20
- 1.16 Proposal Rejection/RFP Cancellation..... 20
- 1.17 Ownership of Proposal..... 20
- 1.18 Cost of Offer Preparation..... 20
- 1.19 Taxes 21
- 1.20 Determination of Responsibility 21



1.21 Use of Subcontractors..... 21

1.22 Written or Oral Discussions/Presentations 22

1.23 Acceptance of Proposal Content..... 22

1.24 Evaluation and Selection..... 22

1.25 Best and Final Offers (BAFO)..... 22

1.26 Contract Award and Execution 22

1.27 Notice of Intent to Award 23

1.28 Right to Prohibit Award..... 23

 1.28.1 Contractor's Insurance..... 24

 1.28.2 Minimum Scope and Limits of Insurance..... 24

 1.28.3 Deductibles and Self-insured Retentions..... 25

 1.28.4 Other Insurance Provisions 25

 1.28.5 Acceptability of Insurers 26

 1.28.6 Verification of Coverage..... 26

 1.28.7 Subcontractors 26

 1.28.8 Workers Compensation Indemnity 27

1.29 Duty To Defend 27

1.30 Liability and Indemnification..... 27

 1.30.1 Contractor Liability..... 27

 1.30.2 Force Majeure 27

 1.30.3 Indemnification 28

 1.30.4 Intellectual Property Indemnification 28

 1.30.5 Limitations of Liability 29

 1.30.6 Other Remedies 29

1.31 Payment 29

1.32 Termination..... 29

 1.32.1 Termination of the Contract for Cause 29

 1.32.2 Termination of the Contract for Convenience 30

 1.32.3 Termination for Non-Appropriation of Funds..... 30

1.33 Assignment..... 30

1.34 30

1.35 Civil Rights Compliance 30

1.36 Record Ownership..... 30



1.37 Entire Agreement/ Order of Precedence..... 31

1.38 Contract Modifications 31

1.39 Substitution of Personnel 31

1.40 Governing Law 31

1.41 Claims or Controversies 31

1.42 Code of Ethics..... 32

1.43 Corporate Requirements 32

1.44 Prohibition of Discriminatory Boycotts of Israel..... 32

1.45 Scope of Work..... 32

1.46 Task and Services 32

ATTACHMENT I: CERTIFICATION STATEMENT..... 33



REQUEST FOR PROPOSALS FOR Fire Station Alerting System

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposal (RFP) is to obtain competitive proposals from qualified entities interested in providing products and services to the Orleans Parish Communication District (OPCD) in partnership with the New Orleans Fire Department (NOFD). Through this request for proposals, OPCD is looking to procure a city-wide and comprehensive fire station alerting system to replace the existing system at roughly 34 fire department facilities. The goal of the fire station alerting system is to provide a seamless, efficient, and cost-effective turn-key alerting system that provides both station and over the air alerts with minimum dispatcher intervention for the City of New Orleans.

1.2 Background

The Orleans Parish Communication District is an independent political subdivision of the State of Louisiana and provides complete processing, dispatch and management of public safety incidents for the New Orleans Fire Department. OPCD & NOFD will receive and review proposals from qualified vendors (“Proposers”) for a stable state-of-the-art internet protocol (“IP”) Fire Station Alerting System (“Fire Station Alerting System” or “FSAS” or “Solution”) that offers pre-alert capabilities, dispatch capabilities, audio and visual alerts, administrative features, and alternative forms of monitoring. The selected Proposer must provide the best platform, implementation, installation services, support, and equipment to implement a fully functioning fire station alerting system which will best meet the city’s needs.

1.3 Goals and Objectives

OPCD & NOFD desires to procure a system that will enhance the quality of services it currently provides. The goal of the project is to implement a redundant synchronized backup system at multiple locations so that if the primary link becomes unavailable it will automatically switch to the secondary link for the delivery of dispatch information from the dispatch center to various locations. The proposed solution will be installed in approximately 34 NOFD facilities throughout the city, including fire stations, training facilities, and back-up dispatch centers. The system must:



- (1) accommodate a high call volume with no degradation of service.
- (2) fully integrate with OPCD’s computer aided dispatch (“CAD”) system.
- (3) integrate with the Louisiana Wireless Information Network (LWIN) Land Mobile Radio (LMR) system,
- (4) have redundancy with radio-based fallback capability for both alerting and voice, and
- (5) provide for the capability of scripted automatic voice dispatch of multiple events to multiple alerting locations near- simultaneously.
- (6) allow for the dispatch of multiple fire department units assigned to the same station

The proposed FSAS must be compliant with the National Fire Protection Association (“NFPA”) 1221 standard. The proposed FSAS must be implemented and in production use in other cities or fire communication systems that: (a) have requirements similar to that of the City, (b) reflect best practices that the Proposer recommends to the OPCD and (c) facilitate the goal of reducing response turnout time through alerting units that a dispatch is about to occur within a station’s geographic area of responsibility. These cities must be identified by the Proposer and contact information for them provided on request.

1.4 Definitions

OPCD	Orleans Parish Communication District
Contractor	Any person having a contract with a governmental body; the selected Proposer.
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.
FSAS	Fire Station Alert System
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
NOFD	New Orleans Fire Department
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.



1.5 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP posted to LaPac and OPCD website	March 24, 2023
Pre-proposal conference Virtual Via Zoom	April 7, 2023 10AM-11AM CST
Deadline for receipt of written inquiries	April 12, 2023 at 5:00PM CST
Deadline to answer written inquiries	April 21, 2023 at 5:00PM CST
Deadline for receipt of proposals ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	April 24, 2023 at 11:59 PM CST
Presentations & Discussions (if applicable)	TBD
Notice of Intent to award announcement, and 14-day protest period begins, on or about	TBD
Contract execution, on or about	Summer 2023

NOTE: OPCD 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. This request for proposal (RFP) document is the property of the Orleans Parish Communication District. It may not be altered without written express permission of OPCD.

1.6 Proposal Submittal

Firms or individuals interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. 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 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: Jared Brossett, Director of Support Services, Orleans Parish Communication District, 118 City Park Ave., New Orleans, LA 70119. The responsibility lies solely 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.

1.6.1 RFP Qualifications:

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

A. The vendor shall provide all equipment, materials, station supplies and professional services for a turnkey solution. The vendor shall include in their proposal any hardware, software, licenses necessary for external notification of failures or connectivity issues to technical personnel. The system shall be designed specifically for use as a fire station alerting system.



B. The vendor shall provide a turn-key Fire Station Alerting System that includes all hardware, software, materials, installation, implementation, project management, deployment and associated professional services for the Emergency Communications Center and the 34 NOFD Facilities.

C. The vendor will follow all national, state, and local applicable electrical and/or building codes as it relates to the installation of equipment at the 34 Fire Station facilities. The System shall be compliant with the following:

The National Fire Protection Association (NFPA) Standards: 1221 2019 Edition, 1710 2020 Edition, and 1720 2020 Edition as applicable.

D. All fire station components shall utilize a single point of power/Power over Ethernet (PoE) infrastructure that optimizes CAT6 cabling. The vendor shall ensure that the single point of power along with all components of the system are connected to uninterruptable power supply (UPS) and backup terminal. It will be the vendor's responsibility to include the cost of UPS units as part of the proposal. ECC components shall be rack mounted in the ECC server room, where 110v power will be supplied by the customer. Redundant/dual power inputs are required for all critical systems. Vendor shall supply detailed inventory of such equipment and the power requirements as a part of the proposal.

E. The FSAS shall be modular in design to allow for future expansion of Fire Stations, Facilities, and Dispatch Centers. Regarding fire stations, it shall be able to determine which company in a station is being dispatched and provide alerts via a light bar, a separate tone out, a speaker globe for apparatus floor and monitor(s).

F. The system shall utilize gradual or escalating sounds and lighting upon notification of calls. The system shall provide an audible escalating alert tone that clearly identifies to the units and the type of call that is being dispatched. The alert tone shall immediately precede the dispatch announcement (per NFPA 1221). Customized tones should be an option.

G. The vendor shall be responsible for fully implementing interfaces to the OPCD CAD system (Motorola PremierOne CAD v4.53) and to the Louisiana Wireless Information Network (LWIN) Land Mobile Radio (LMR) system. The system shall provide alerting notifications to the firehouses mainly via IP connectivity with backup via the LWIN system's data functionality. Voice shall be handled via the LWIN system as well. The winning respondent shall be responsible for the implementation, costs, and configuration of interfaces with the OPCD CAD system and LWIN.

H. Primary control of the alerting system shall be done by the OPCD's CAD via an IP interface. The system interface to CAD shall support both emergency and non-emergency alert functions as well as customary station status reporting and control

I. The system shall be capable of alerting by Station. The vendor shall also provide turnout timers for each fire station facility.



J. The system shall provide a means of notifying dispatchers that all components are operating properly; self-diagnosis, system health check (per NFPA 1221). The system shall provide visual status indications that the system and its components are online, communicating, and functional. The system shall provide a prompt warning whenever connectivity is lost or compromised to any piece of hardware deployed. Warning shall include visual and audible warning to the dispatchers as well as the ability to send remote messages via SMS and email to OPCD defined groups of SMS recipients and email addresses

K. For each dispatch alert message received from CAD, the system shall send a response over the CAD IP connection indicating the success or failure of each dispatched Station or Unit.

L. A manual alerting application shall be provided for dispatcher use to alert Stations in case of CAD system failure or unavailability. Licensing for said applications shall be sufficient for concurrent connections or instances of software to include four (4) frontline dispatch workstations, three (3) dispatch manager workstations, three (3) command post/EOC positions, two (2) mobile workstations, and one (1) fire headquarters workstation.

M. The vendor shall describe in detail how their respective manual alerting application can be co-located on an existing dispatch workstation or a virtual workstation to share computer monitor workspace. If additional monitors and/or PCs are necessary, vendor needs to describe in detail in the proposal response, due to space restrictions at the dispatch console workstations. Said additional monitors or PC's are the responsibility of the vendor and shall be included in the proposal.

N. The Vendor shall describe in detail which options in their proposed system can send multiple secondary redundant alerting – two-tone sequential, DTMF paging, contact closure input, audible sound detection, telephone line ring detection, VoIP/SIP.

O. The FSAS shall provide, at each station, capability to control functions for each of the following: enhanced audible tones, illuminating speakers, lighting, relay activation, and printer interface.

P. The FSAS shall provide a zoning capability such that portions of a station can be alerted without alerting the entire station. The System shall provide a minimum of six (6) separate zones at the Fire Station and a minimum of two (2) separate zones at the multi-bay satellite stations. Describe how zoning is managed in the System at the station level. Indicate if the System will allow certain rooms or areas to be able to be alerted individually and if there is an option to select the notifications that will be received for that area. Indicate if this selection can be made by the frontline staff members without the need to modify the programming. The System shall have its own audio amplifiers with remote control. The Vendor will upgrade or replace any/all components to provide operation to the rest of the system, at the Vendor's expense for equipment and labor. Vendor will configure separate controls per zone for chief quarters.

R. The FSAS shall provide a method to play overhead paging/audio. Auto-priority shall be provided to preempt any overhead paging for FSAS traffic.

S. The FSAS shall have the capability, for any incident or information message, to create dispatch alerts that announce simultaneously in multiple/all stations.



T. The FSAS shall have automated voice announcements for dispatch, move-ups, and non-emergency messages. The automated voice will include as a minimum, detailed dispatch information, including apparatus(s) to respond, incident type, incident sub-type, street address with common place name, and to modify for changing or evolving needs. Automated voice dispatch announcements shall immediately follow the audible alert tone as per NFPA 1221.

U. The FSAS shall allow for dispatcher voice in addition to the automated voice announcement. Vendor shall provide all necessary components and configurations for said audio to originate from any/all dispatcher workstations located at OPCD.

V. The FSAS shall be able to seamlessly deliver the automated voice over PA/Station equipment and across the primary fire dispatch system. Vendor shall describe in detail how said interface will be configured, and what user experience shall be expected. Ideally, the PA/Station audio will be synchronized with the radio-delivered audio. If this cannot be done, Vendor shall describe maximum expected delay.

W. The System shall provide system administrators with an ability to edit the pronunciation of street names, unit names, unit types, and other words without the need for manufacturer involvement.

X. The System should include provisions to display the dispatch information at the station. Devices to be used for display should include LED message signs, color indicator with at least eight color options that can be assigned to units to indicate units assigned to a dispatch, strobe lights for high volume areas, and CEC (consumer electronic control) and HDMI connections to allow displays on TVs, monitors, projectors, and video walls.

Y. The System shall include weather/moisture resistant speakers in apparatus bay area in a quantity and configuration such that delivered audio quality meets an acceptable standard to which employees can respond to pages without having to seek other methods of knowing the location, units responding, type of event, etc. Vendor shall keep in mind that apparatus bays/areas are prone to echo thus requiring a higher quantity of speakers configured at lower volumes.

Z. The Vendor shall provide a means to activate the FSA system, inside the fire station, close to the public entrance(s).

AA. The System should have the ability to display alerting information such as assigned units, incident nature, street address, and unit status. Vendors should describe display capabilities and discuss what information is typically displayed and what might be displayed. Discuss any limits on numbers, types, or sizes of displays.

BB. The System should include multiple turnout timer capability, which will count in one-second increments upon the receipt of a call. Vendor may propose to have this as a separate timer, or as an integral part of the display. Vendor shall indicate in the proposal the number of turnout timers that are supported.



CC. The FSAS shall have the capability to remotely alert personnel via SMS and SMTP or ESMTP. This email can be directed to a paging or cell phone system to deliver pages or SMS messages. Messages can be sent when specific Groups, Stations or Units are alerted, or when configured key words are found in the dispatch message. Event messages are delivered when the event occurs and when the event clears.

DD. The FSAS shall be centrally managed. Both the Vendor and the OPCD's system specialists shall have full control access. Updates to the station software shall be sent from the emergency communications center.

EE. Authorized administrators shall be able to control, configure, and update the System on any web-enabled device along with proper credentials.

FF. Authorized users shall be able to access the System via web-enabled devices with proper credentials, to trigger manual alerts.

GG. All components in this System shall be monitored for online and offline status. This includes all computers, network connections, audio amplifiers, and message display units.

HH. The System shall be capable of remotely alerting support staff of critical events that occur within the alerting system via visual, email/pager, SMS text and/or a smartphone app. Unless specifically noted otherwise, all listed methods shall be available for notifications. Each method shall be individually enabled or disabled via a configuration application.

II. Error and status logs shall be generated for all traffic between the CAD system and any controllers, between any controllers and the fire stations, and between all network components in the fire stations. Error and status logs shall be available to the customer's system specialists via a log view Application. Log detail level shall be configurable via the customer's system specialists.

JJ. Remote system monitoring from a client application residing on the network (and having appropriate permissions) shall be supported.

KK. System status information shall be displayed in the Emergency Communications Center on a dedicated workstation. Said workstation will be provided by the Vendor but will meet brand/model/specs requirements of the Customer.

LL. Vendor will perform site cleanup, post cut-over, removing any old and/or unused hardware and wiring, as directed by the OPCD and NOFD, and properly dispose of said items.

MM. In all cases throughout this specification and request for proposal, all components needed to create a complete and full functioning system must be included in the itemized pricing list. This document's intent is not to list every component necessary but to describe the basic scope and functionality needed. Vendors are expected to indicate and explain any listed components required to make their product function as requested.



NN. The Vendor shall provide a site visit by one of their engineers or system implementers prior to placing any equipment orders to ensure an understanding of what the OPCD and NOFD is seeking to accomplish.

OO. The servers provided as part of this fire station alerting system shall be provisioned with auto fail-over, in the event that the primary server fails (high availability). The OPCD prefers geographically disparate locations for said servers.

PP. The definition of full maintenance and support must include any and all parts, any on- or off-site labor, software and/or firmware upgrades to be provided by the Vendor. The first year of maintenance and support shall be included in the firm fixed price. The first year begins upon acceptance of the system by the OPCD.

QQ. Operator training shall be provided to system users selected by OPCD and NOFD.

RR. System maintenance, programming and troubleshooting training shall be provided for the OPCD's and NOFD's technical support staff. This training should be factory-level training which enables OPCD and NOFD staff to provide all levels of service and repair such that it meets all warranty and contract maintenance requirements. This will not replace a maintenance contract with the local vendor if OPCD staff are unavailable or unable to correct an issue. All 'in person' activities at OPCD or NOFD sites shall be scheduled at the convenience of OPCD and/or NOFD. Any delay in providing timely access may adversely affect delivery schedules.

SS. The training schedule shall be completed on site as coordinated with OPCD and NOFD. Vendors should describe their approach to provide the most effective training method/process to fulfill the above requirements.

TT. Contractors and vendors shall comply with OPCD's Building Access Control and Site Security Policy, Standard Operating Procedure 1.4.1 which includes fingerprinting.

UU. The vendor shall provide the costs for future expansions to include the fire station alert system at the New Orleans International Airport, (1 Terminal Dr, Kenner, LA 70062) and Fort Pike.

1.6.2 Fire Facilities & Technical Requirements

The Fire Station Alerting System shall be compatible and integrate into the NOFD's facilities environment as provided on the next page.



NOTE: * = District Headquarters		NOFD Facilities List								
Building/Station	Apparatus	Apparatus	Apparatus	Apparatus	Address	Zip Code	Area (Sq. Ft.)	Floors	Year Built	Age
1	Engine 1	Car 420	Car 421		2920 Magazine	70115	####	2	1991	31
2*	Rescue 2	Squad 2 (Ladder)	Car 502		801 Girod St.	70130	7938	2	1965	57
4	Engine 4				6900 Downman Rd.	70126	3343	1	1970	52
6	Engine 6				4550 Old Gentilly Rd.	70122	3343	1	1970	52
7	Rescue 7	Squad 7 (Pump)	Haz-Mat		1441 St. Peter St.	70116	9055	2	1976	46
8	Engine 8				3330 Florida Ave.	70117	4212	1	1960	62
9	Engine 9				449 Esplanade Ave.	70116	3030	1	1961	61
10	Engine 10				14069 Morrison Rd.	70128	3343	1	1976	46
12	Engine 12				5600 Franklin Ave.	70130	4400	1	1948	74
13	Engine 13				987 R. E. Lee Blvd.	70124	3775	1	1964	58
14	Engine 14				200 S. Robertson.	70122	3600	1	1966	56
15	Engine 15				1211 Arabella St.	70115	6786	2	1906	116
16	Engine 16	Ladder 8			2000 MLK Blvd.	70113	4400	1	1976	46
17	Engine 17				4115 Woodland	70131	4064	1	1965	57
18	Engine 18				778 Harrison Ave.	70124	2600	1	1947	75
20	Engine 20				425 Opelousas Ave.	70114	6700	2	1925	97
21	Engine 21				3940 Paris Ave.	70122	3710	1	1948	74
24	Quint 24				1040 Poland Ave.	70117	4600	1	1942	80
25	Engine 25	Ladder 7			2430 S. Carrollton Ave	70118	5449	2	1954	68
26*	Engine 26	Ladder 9	Car 505		436 S. Jeff Davis Pky	70119	6786	2	1909	113
27*	Engine 27	Ladder 11	Car 503	Command Vehicle	2118 Elysian Fields Ave	70117	####	1	1990	32
29	Engine 29	Car 500			317 Decatur St.	70130	####	3	1914	108
31	Engine 31				4300 Alba Rd.	70129	8000	2	2014	8
33	Engine 33	Ladder 6			3340 Gen. Meyers Ave.	70114	3400	1	1947	75
35	Engine 35				964 N. Carrollton Ave.	70119	3741	2	1911	111
36*	Engine 36	Ladder 13	Car 504		5401 Read Rd.	70127	9570	1	2019	3
37	Engine 37				13400 Chef Menture Hwy.	70129	4300	1	1966	56
38*	Engine 38	Car 506			4940 Clara St.	70115	3050	1	1970	52
39	Engine 39				5600 N. Claiborne	70117	9053	1	2014	8
40*	Engine 40	Car 508			2500 Gen. DeGaulle Dr.	70114	4680	2	1961	61
IT	IT				701 Rosedale	70124	7945	2	1975	47
MTA East	MTA East				13400 Old Gentilly Rd.	70129	7930	2	1989	33
Supply Shop	Supply Shop				821 Magazine St.	70130	7500	2	1907	115
Fort Pike	Fort Pike				26812 Chef Menteur Hwy.					



1.7 Proposal Response Format

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

1.7.1 Cover Letter

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

1.7.2 Table of Contents

The proposal should be organized in the order contained below.

1.7.3 Executive Summary

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

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

1.7.4 Company Background and Experience

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

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



1.7.5 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.

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

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

The 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:VII. Chapters 11 and 15) 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.

1.7.6 Cost Proposal

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

1.7.7 Certification Statement

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

1.8 Number of Copies of Proposals

OPCD requests that 6 copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those 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 the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.



1.9 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 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.

1.10 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the OPCD shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the OPCD’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 OPCD 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 OPCD and hold the agency harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

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.

1.11 Proposal Clarifications Prior to Submittal

1.11.1 Pre-proposal Conference

An optional pre-proposal conference will be held at OPCD's Board Room on April 7th at 10:00am, 118 City Park Ave., New Orleans, LA. 70119. The conference will also be available virtually via Zoom. [Click here for the information](#). The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal may have at least one duly authorized representative to attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Agency will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only OPCD has the authority to officially respond to a Proposer's questions on behalf of the OPCD. Any communications from any other individuals shall not be binding.

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



LaGov portal. Registration is intuitive at the following link:

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

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

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

1.11.2 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 employee or contractor of the agency or NOFD involved in any step in the procurement process about the affected procurement. "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 agency and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the agency and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

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



1.12 Error and Omissions in Proposal

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

1.13 Changes, Addenda, Withdrawals

The OPCD 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>.

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

1.14 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.

1.15 Waiver of Administrative Informalities

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

1.16 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the OPCD to award a contract. OPCD 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 OPCD's best interest.

1.17 Ownership of Proposal

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

1.18 Cost of Offer Preparation

The OPCD 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 OPD.



1.19 Taxes

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

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 OPCD. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, 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.

1.20 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made by the agency and 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 proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.21 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify 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 OPCD. The prime Contractor shall be the single point of contact for all work.

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

1.22 Written or Oral Discussions/Presentations

OPCD, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.23 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.

1.24 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by OPCD, which will determine the proposal most advantageous to OPCD, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team 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.

1.25 Best and Final Offers (BAFO)

OPCD reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist OPCD 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 OPCD to a commitment to enter into a contract.

1.26 Contract Award and Execution

The OPCD reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. OPCD 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 OPCD.

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

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

1.27 Notice of Intent to Award

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

The OPCD will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). 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 Executive Director of OPCD within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

1.28 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.



1.28.1 Contractor's Insurance

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

1.28.2 Minimum Scope and Limits of Insurance

1.28.2.1 Workers Compensation

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

1.28.2.2 Commercial General Liability

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

1.28.2.3 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 policy's inception must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the contract's duration 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 at least 36 months from its expiration date if it is not renewed.

1.28.2.4 Automobile Liability

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



1.28.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the policy's inception 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 at least 36 months from its expiration date if it is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium. In the event of a cyber breach that can be traced to the vendor's equipment or remote access, the vendor shall be required to indemnify OPCD with respect to the mitigation & recovery from said breach.

1.28.3 Deductibles and Self-insured Retentions

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

1.28.4 Other Insurance Provisions

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

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

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

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

1.28.4.2 Workers Compensation and Employers Liability Coverage

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

1.28.4.3 All Coverages

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



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

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

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

1.28.5 Acceptability of Insurers

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

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

1.28.6 Verification of Coverage

The contractor shall furnish the OPCD 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.

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

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the OPCD, 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.

1.28.7 Subcontractors

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



1.28.8 Workers Compensation Indemnity

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

1.29 Duty To Defend

Upon notice of any claim, demand, suit, or cause of action against the OPCD, 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. The Contractor shall get the OPCD's written consent before entering any settlement or dismissal.

1.30 Liability and Indemnification

1.30.1 Contractor Liability

Contractor shall be liable without limitation to the OPCD 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.

1.30.2 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 OPCD shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.



1.30.3 Indemnification

Contractor shall fully indemnify and hold harmless the OPCD, 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.

1.30.4 Intellectual Property Indemnification

The Contractor shall fully indemnify and hold harmless OPCD, 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 OPCD 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 OPCD 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 OPCD'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.



1.30.5 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 OPCD be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.30.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the OPCD, then, upon notice to the Contractor, the OPCD 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.

1.31 Payment

Payment terms shall be negotiated with the successful Proposer.

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

1.32 Termination

1.32.1 Termination of the Contract for Cause

The OPCD 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 OPCD 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 OPCD 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.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OPCD to comply with the terms and conditions of the contract provided that the Contractor



shall give the OPCD written notice specifying the agency's failure and a reasonable opportunity for the agency to cure the defect.

1.32.2 Termination of the Contract for Convenience

The OPCD 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. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.32.3 Termination for Non-Appropriation of Funds

Continuation of the contract shall be contingent on the appropriation of funds by the legislature to fulfill the contract requirements. 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.

1.33 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the OPCD. 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 OPCD.

1.34 INTENTIONALLY LEFT BLANK

1.35 Civil Rights Compliance

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.

1.36 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 OPCD, at the Contractor's expense, at termination or expiration of the contract.

1.37 Entire Agreement/ Order of Precedence

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

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the 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.

1.38 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.

1.39 Substitution of Personnel

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

1.40 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 Civil District Court, Parish of Orleans, State of Louisiana.

1.41 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.



1.42 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.

1.43 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.

1.44 Prohibition of Discriminatory Boycotts of Israel

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

1.45 Scope of Work

TO BE FINALIZED DURING CONTRACT NEGOTIATION PHASE

1.46 Task and Services

TO BE FINALIZED DURING CONTRACT NEGOTIATION PHASE



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

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

Proposer shall certify that the above information is true and shall grant permission to the OPCD 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 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days in which to complete contract negotiations, if any, and 30 business days from the date of delivery of final contract to execute the final contract document.
6. Proposer shall certify, by signing and submitting a 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 .)
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 OPCD 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:
