

REQUEST FOR PROPOSALS

for

Consulting Services to Determine and Design an Optimal Governance Structure for the Louisiana State Museum



RFP #: [Click here to enter the RFP #.](#)

Proposal Due Date/Time:

Wednesday, February 27, 2019, by 4:00 p.m.

State of Louisiana

Department of Culture, Recreation and Tourism

Office of the State Museum

January 25, 2019

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REQUEST FOR PROPOSALS
FOR
Consulting Services to Determine and Design an Optimal
Governance Structure for the Louisiana State Museum

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing consulting services to research, determine, and design a Governance System and Implementation Strategy for the Louisiana State Museum.

1.2 Background

The Louisiana State Museum (the "Museum") is a complex of facilities in the cities of Baton Rouge, Natchitoches, New Orleans, Patterson, Thibodaux, and Winnfield. The Museum is under the management and supervision of the Office of the State Museum ("OSM"), an agency of the Louisiana Department of Culture, Recreation and Tourism ("DCRT"). (La. R.S. 25:341A; La. R.S. 36:208A, -C).

The Museum is a historical, cultural, and educational institution whose primary purpose is to collect, preserve, and present, as an educational resource, objects of art, documents, artifacts, and the like that reflect the history, art, and culture of Louisiana. (La. R.S. 25:341B).

The director of the Museum (the "Director") is an Assistant Secretary of the DCRT with specific responsibility for the OSM. (La. R.S. 25:343; La. R.S. 36:207A(2)). The Director exercises the powers and authority granted to him subject to the overall direction and control of the DCRT Secretary or the Lieutenant Governor in the absence of a DCRT Secretary. (La. R.S. 36:203B; La. R.S. 36:207B, -D).

The Board of Directors of the Louisiana State Museum (the "Board") was created by the Louisiana legislature in 1900. The Board's membership and authority are defined by law. The DCRT Secretary and the Director are required to consult with the Board with respect to policies for the Museum. (La. R.S. 25:341, et seq.)

Other specific powers of the Board include power over the Museum's collections including loans and deaccessions; service as the trustees for the Irby Trust (i.e., the Lower Pontalba Building and the proceeds derived from its residential and commercial leases); cooperation with the OSM and nonprofit organizations established to support the Museum; and the authority to establish criteria and nominate candidates to serve as the Director. (La. R.S. 25:342B(2)-(3), -343A, -345A-B, -346; La. R.S. 36:207D, -208(C), -909).

The specific powers of the OSM include the custody of and power to administer, manage, operate, maintain, and preserve the properties of the Museum; the power to establish admission, tour, and user fees for the Museum; the authority to contract with consultants,

professionals, and nonprofit organizations established to support the Museum; to seek and accept funds, grants, donations, and contributions of money property on behalf of the Museum, or to acquire property by purchase, lease, or otherwise. (La. R.S. 25:341A, -342A(5)-(8), -B(3); La. R.S. 25:345A, -351; La. R.S. 36:207D, -208C)

In Fiscal Year 2018 – 2019, the Louisiana legislature authorized the OSM to employ 68 full-time staff and a total budget of \$6,580,354 which includes:

- \$3,914,080 appropriated by the Louisiana legislature from the state general fund
- Authority to raise \$875,800 in self-generated funds, and
- \$1,790,474 in interagency transfers from DCRT's Office of Tourism.

The Lower Pontalba Building, located in New Orleans, was bequeathed to the Museum by Mr. William Ratcliffe Irby. The residential and commercial leases of the Lower Pontalba Building generate approximately \$2 million each year. Subject to the Board's approval and oversight and consistent with the terms of Mr. Irby's 1936 will, the revenues from the leases are used for upkeep and maintenance of the Lower Pontalba Building and for the general purposes of the Museum.

There are several non-profit organizations established to support the Museum, including the Louisiana Museum Foundation, the Friends of the Cabildo, the Friends of the Capitol Park Museum, the Friends of the Edward Douglass White Historic Site, Friends of the Sports Hall of Fame Foundation, Friends of the Louisiana Sports and History Museum, and the Wedell-Williams Memorial Foundation.

Museum properties open to the public include:

- The Cabildo and Arsenal - New Orleans
- The Presbytere - New Orleans
- The New Orleans Jazz Museum/Old United States Mint - New Orleans
- The 1850 House Museum - New Orleans
- Madame John's Legacy - New Orleans
- Louisiana State Museum - Baton Rouge (also referred to as the Capitol Park Museum)
- Louisiana State Museum - Patterson (also referred to as the Wedell-Williams Aviation and Cypress Sawmill Museum)
- The E.D. White Historic Site - Thibodaux
- The Louisiana Sports Hall of Fame Museum and Northwest Regional History Museum - Natchitoches

Additional properties maintained and managed by the OSM include:

- 1000 Chartres Street - New Orleans, a state-of-the-art storage and curation facility
- The Lower Pontalba Building - New Orleans, housing shops and apartments
- The Creole and Jackson Houses - New Orleans, used as office space

State law also provides for a Louisiana Civil Rights Museum Advisory Board and the establishment of a Louisiana Civil Rights Museum under the jurisdiction of the OSM. (La. R.S. 25:841, et seq.)

The Museum is accredited by American Alliance of Museums. Annual visitation to Museum properties exceeds 300,000 persons.

1.3 Goals and Objectives

To design and implement a Governance System for the Louisiana State Museum that will improve its operations, finances, fund raising, image in the community, programming, attendance, facilities, and staff so that the Louisiana State Museum shall be an efficient, entrepreneurial, and accountable cultural institution for future generations.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about March 20, 2019, and is anticipated to end on March 19, 2020. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and subject to all appropriate approvals.

1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the state of Louisiana authorized to participate in any contract resulting from this solicitation
Contract	A contract resulting from this RFP
Contractor	Any person having a contract with a governmental body; the selected Proposer
DCRT	Louisiana Department of Culture, Recreation and Tourism
Director	Director of the Louisiana State Museum
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP
DOA	Division of Administration
LSM or Museum	Louisiana State Museum, a statewide complex of facilities under the management and supervision of the OSM. The LSM is a historical, cultural, and educational institution whose primary purpose is to collect, preserve, and present, as an educational resource, objects of art, documents, artifacts, and the like that reflect the history, art, and culture of Louisiana.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSM	Office of the State Museum, an agency within the Louisiana Department of Culture, Recreation and Tourism
OSP	Office of State Procurement
Project	The services and deliverables provided by the Contractor to achieve the goals and objectives of the RFP
Proposer	A firm or individual who responds to this RFP
RFP	Request for Proposals

Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana and any of its Agencies

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and posted to LaPac	January 25, 2019
Pre-proposal conference (if applicable)	None
Deadline for receipt of written inquiries	February 1, 2019
Deadline to answer written inquiries	February 15, 2019
Deadline for receipt of proposals	February 27, 2019
Presentations & Discussions (if applicable)	TBD
Notice of Intent to award announcement, and 14-day protest period begins, on or about	March 6, 2019
Contract execution, on or about	March 20, 2019

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 in section 1.8.1 below. 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: Anita Howard, RFP Coordinator, Department of Culture, Recreation and Tourism, P.O. Box 94361, Baton Rouge, LA 70804-9361, phone: (225) 342-9975.

For courier delivery, the street address is Capitol Annex, Room 251, 1051 North Third Street, Baton Rouge, LA 70802. The telephone number is (225) 342-9975. The responsibility solely lies with each Proposer to ensure the proposal is delivered to the specified place by the specified time. Proposals received after the deadline will not be considered.

1.8 Qualifications for Proposer

1.8.1 Mandatory Qualifications:

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

- Have a minimum 8 years of experience in planning services in the museum, cultural, or heritage sector
- Experience with clients in the state government sector

1.8.2 Desirable Qualifications:

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

- Experience in museum planning and training for stakeholders and partners
- Experience in developing a comprehensive strategic vision for state museums
- Knowledge of best practices in museum governance structure
- Experience in creating an engaging visitor experience in state museums
- Experience in creating cultural destinations resulting in increased visitation
- Experience and knowledge of the cultural sector
- Experience in museum collections management and planning
- Experience in addressing financial and operational realities
- Experience in creating detailed staffing plan for museums

1.9 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.

1.9.2 Table of Contents

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

The executive summary should include a positive statement of compliance with the Contract terms, see Sample Contract, Attachment VII. 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 VII, and submit whatever exceptions or exact contract modifications that it may seek. While final

wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

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

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

Proposers should clearly describe how their company background and experience demonstrates their ability to exceed the qualifications described in the Mandatory and Desirable Qualifications for Proposer sections.

1.9.5 Approach and Methodology

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

The Proposer should:

- Provide Proposer's understanding of the nature of the Project and how its proposal will best meet the needs of the OSM.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

1.9.6 Proposed Staff Qualifications

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

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

Proposers should clearly describe how their staff qualifications will enable them to exceed the qualifications described in the Mandatory and Desirable Qualifications for Proposer sections.

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 entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <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 its proposal the names of its 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 RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

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

If the Contract is awarded to a Proposer who proposed a good faith subcontracting plan, OSM, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the 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 OSM, 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by 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/iri/portal/anonymous?guest_user=self_reg.

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

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

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

1.9.8 Cost Proposal

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services for each Task described in the Scope of Services in Part 2. Travel and other project expenses must be included in the total cost. Travel and other project expenses will not be reimbursed.

The Proposer must submit its proposed total cost using the format provided in Attachment IV, Cost Worksheet.

For information purposes only, the Proposer should provide for each task the total estimated number of hours to complete the task by job classification; the billing rate by job classification, hourly rate; and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

1.9.9 Certification Statement

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

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that five (5) printed 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.

1.11 Technical Proposal

Not applicable to this RFP.

1.12 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.

1.13 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 any Proposer in order to submit a Proposal and/or Contractor in order to carry out the Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Proposer and/or 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, upon request. 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 and the Proposer(s) 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 or a Proposer'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 or a Proposer discuss and/or release information to the media concerning this project without prior express written approval of the Office of the State Museum.

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 shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

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

Anita Howard
Business Manager/Accountant
P.O. Box 94361
Baton Rouge, LA 70804
Phone: 225.342.9975
E-mail: ahoward@crt.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>.

Only Anita Howard, RFP Coordinator, or her supervisor, designee, or successor, 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>.

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design,

development, implementation, procurement management, development of specifications, and evaluation of 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;
- 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

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the 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.

1.17 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.

1.18 Waiver of Administrative Informalities

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

1.19 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.

1.20 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.

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the 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.

1.22 Taxes

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

1.22.2 In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) 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 LDR prior to the approval of the Contract by the OSP. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment VI, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number so that the prospective Contractor's tax payment compliance status may be verified by LDR. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the LDR is a necessary precondition to the approval and effectiveness of the Contract by the Office of State Procurement. OSM reserves the right to withdraw its consent to the Contract without penalty and proceed with alternate arrangements should the prospective Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

1.23 Determination of Responsibility

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

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

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

1.24 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, they 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. The prime contractor shall be the single point of contact for all subcontract work.

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

1.25 Oral Discussions/Presentations

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

The purpose of the oral presentation, if any, is to allow the evaluation committee to learn more about the information contained in the written proposal. No additional material need be prepared or submitted. The Agency reserves the right to adjust the original scores based upon information received in the presentation, using the same evaluation criteria listed in Part 3. Proposers' scores awarded after the oral presentations shall be the final scores.

Again, the State may opt not to have oral presentations.

1.26 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.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an Evaluation Team designated by the State. The Evaluation Team will evaluate and score the proposals using the criteria and scoring set forth in **Part 3: Evaluation**. The Proposer whose proposal receives the highest overall score will be recommended for award.

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 Proposers' financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

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

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

1.29 Contract Award and Execution

The State reserves the right to enter into a Contract based on the initial offers received without further discussion of the 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 the Sample Contract, Attachment VII. 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 60 business days, or if the selected Proposer fails to sign the final Contract within 14 business days of delivery, the State may elect to cancel the award and award the Contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer 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.), selection memorandum, list of criteria used with the weight assigned to the criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying the State's 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 fourteen (14) calendar days after the Agency issues a Notice of Intent to Award a Contract.

The award of a Contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a 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.

1.32 Insurance Requirements for Contractors

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

1.32.1 Contractor's Insurance

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

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

1.32.2.2 Commercial General Liability

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

1.32.2.3 Professional Liability (Errors and Omissions)

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

1.32.2.4 Automobile Liability

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

1.32.2.5 Cyber Liability

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

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

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

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work)

AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

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

1.32.4.2 Workers Compensation and Employers Liability Coverage

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

1.32.4.3 All Coverages

All policies must be endorsed to require 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 release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

1.32.5 Acceptability of Insurers

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

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

1.32.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Culture, Recreation and Tourism, Its Officers, Agents, Employees, and
Volunteers
P.O. Box 94361
Baton Rouge, LA 70804-9361
Contract # _____

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

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

1.32.7 Subcontractors

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

1.32.8 Workers Compensation Indemnity

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

1.33 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its agents, employees, volunteers, or subcontractors from suits, actions, damages and costs of every

name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its agents, employees, volunteers, or subcontractors harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

1.34 Payment

Payment terms shall be negotiated with the successful Proposer. Payments will be predicated upon the Contractor's successful completion of the tasks and the State's acceptance of the associated deliverables, as described in the Statement of Work; receipt of an original invoice; and written approval of the Contract Monitor. Travel expenses, other Project expenses, including subcontractor fees, will not be reimbursed.

1.34.1 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 Contractor's bank. Please see Attachment V for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 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.

1.35.3 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.

1.36 Assignment

Contractor shall not assign any interest in its 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.

1.37 Right to Audit

The Louisiana Legislative Auditor, federal auditors and internal auditors of the Department of Culture, Recreation and Tourism, Division of Administration, or others so designated by the DOA, shall have the option to audit all records and accounts directly pertaining to the resulting Contract for a period of five (5) years from the date of final payment or as required by applicable state and federal law. Records shall be made available during normal working hours for this purpose.

1.38 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.

1.39 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 delivered by the Contractor to the State, at the Contractor's expense, at termination or expiration of the Contract.

1.40 Entire Agreement/ Order of Precedence

The Contract, together with this RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any attachments specifically incorporated therein 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.

1.41 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.

1.42 Substitution of Personnel

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

1.43 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.

1.44 Claims or Controversies

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

1.45 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.

1.46 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 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 Secretary of State.

1.47 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.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The goal of the Contract is to design and implement a governance structure or system for the Louisiana State Museum that will improve its operations, finances, fund raising, image in the community, programming, attendance, facilities, and staff so that the Louisiana State Museum shall be an efficient, entrepreneurial, and accountable cultural institution for future generations.

In order to achieve the aforementioned goals and objectives, the Contractor shall research and produce a *Governance System Design and Implementation Strategy* for the Louisiana State Museum.

The *Governance System Design and Implementation Strategy*:

- (a) Shall incorporate research and input from DCRT and OSM staff, LSM support groups, a steering committee, experts, stakeholders, and the public through site visits, interviews, surveys, and otherwise;
- (b) Shall be feasible and shall reflect best practices in governance in local and national entities that have been selected because they are comparable in some way to the Louisiana State Museum;
- (c) Shall contain suggested legislative language if statutory changes are required for implementation; and
- (d) Shall be presented in both a written report and through PowerPoint (or similar) presentations to the DCRT, OSM, the LSM Board and other audiences designated by the State.

2.2 Tasks and Services

Phase 1: Research and Assessment

Prior to recommending any revisions to the governance system for the LSM, the Contractor must review, study, assess, and understand the current structure, relationships, goals, roles, responsibilities, authority, budgets, funding sources, history, successes, shortcomings, and laws pertaining to all state agencies (including the DCRT, the OSM, and the Board), all LSM support organizations, and the members and the staff of the aforementioned entities as they relate to the LSM. The Contractor shall also study and assess the governance and operations of other institutions and determine whether other governance models and operational structures may be adapted to the LSM to achieve the goals and objectives of this Project. This research should be conducted in accordance with approved timetables and with the guidance of people who are committed to the improvement of the LSM and/or who are knowledgeable about best practices in management and governance of cultural institutions and the unique challenges and advantages of the LSM.

Task 1. The Contractor shall establish and manage a work plan and a steering committee for the Project.

The Contractor shall organize and facilitate one or more start-up meetings to discuss and approve the schedule and elements of the work plan for the Project as well as

the role, responsibility, management, and composition of a steering committee for the Project.

The steering committee shall include representation from the State, including DCRT and OSM; from support organizations, including the Louisiana Museum Foundation and the Friends of the Cabildo; and from stakeholders and experts in management and governance.

The work plan shall include a schedule with milestones and deadlines for the tasks, services, and deliverables determined to be key elements of the work necessary to achieve the goals and objectives of this Contract.

The deliverables associated with Task 1 include approved meeting agendas; an approved steering committee membership list and description of the steering committee's responsibilities and functions; and an approved work plan.

Task 2. The Contractor shall review and assess the current governance system and operations of the Louisiana State Museum.

The Contractor shall review the institutional history of the LSM, including laws, regulations, jurisprudence, academic and news articles, and the work of previous consultants. The Contractor shall also review the staffing, funding, revenue, visitation, exhibits, collections, accreditation, and other relevant facets of the LSM, including its relationships with support organizations, peer institutions, foundations, donors, and the community.

The Contractor is responsible for requesting and/or otherwise obtaining all necessary documents and records required for this Task 2, and for including such in the Project file. The Contractor shall also cite and/or otherwise reference these documents and records and the relevant information contained therein in the Contractor's written reports. The Project files shall become the property of the State.

Task 3. The Contractor shall review and assess the governance systems of other institutions (between 4 and 10 institutions, as recommended by the steering committee and the State).

The Contractor shall analyze and evaluate governance systems throughout the United States as well as best practices in governance systems within Louisiana. The Contractor shall recommend for selection agencies, organizations, and other institutions determined to be relevant, comparable, and/or to otherwise offer unique models, systems, and procedures that could be applied to the LSM to achieve the goals and objectives of this Project.

The deliverables associated with Task 3 is an approved list of the institutions whose governance models were selected for study and the reasons for selection.

The Contractor is responsible for requesting and/or otherwise obtaining all necessary documents and records associated with those institutions' governance systems for the Project file and for including references to the relevant information related thereto in the Contractor's written reports.

Task 4. The Contractor shall conduct interviews with LSM site managers and other relevant personnel, knowledgeable experts, and stakeholders; shall conduct surveys; and shall conduct site visits to all LSM properties.

The Contractor shall conduct a minimum of 20 personal interviews with individuals determined to be knowledgeable about the current strengths and weaknesses of the LSM's governance systems and operations and/or the current and historical best practices of governance systems in Louisiana or nationally.

The Contractor shall use web-based surveys to capture feedback on topics relevant to the Project from a broader audience which may include staff; volunteers; community leaders in the areas of art, business, government, and philanthropy; visitors; and the general public, including those with no direct connection to the LSM.

The Contractor shall tour each LSM site and shall meet with the LSM site manager and/or designated staff, the president/chair of any support organization and/or designees, and community leaders and/or volunteers. The visits shall be organized by the State.

The Contractor shall analyze the information gathered through the interviews, surveys, and site visits.

The deliverables associated with Task 4 task include written reports on the interviews, surveys, and site visits. The reports shall include key facts, insights, issues, themes, and ideas gathered therefrom and all supporting data and documentation related thereto.

Phase 2: Analysis, Recommendations, and Implementation

The Contractor's objective in Phase 2 is to draft, obtain approvals of, and present a *Governance System Design and Implementation Strategy* that is based on and reflects the research and assessment from Phase 1, input from the State and the steering committee, and technical assistance from DCRT staff. Tasks associated with Phase 2 include the following:

Task 1. Contractor shall present to the steering committee the Contractor's key findings and initial recommendations of options for governance systems and implementation strategies.

The Contractor shall prepare and present a written report and Power Point (or similar) presentation that summarizes the key findings from Phase 1. The Contractor shall invite input and discussion on the findings related to the LSM and governance systems that are likely to help the LSM achieve the goals and objectives of this Project.

The Contractor shall provide information about the governance systems, including key characteristics, advantages, limitations, applicability of those models to the LSM and the goals of this Project.

The Contractor shall address implementation issues and strategies associated with the governance systems.

The deliverables associated with Task 1 include the approved agenda for the steering committee meeting, and a written report and a Power Point (or similar) presentation that include, at a minimum, the information described above.

Task 2. Contractor shall prepare a draft *Governance System Design and Implementation Strategy*.

The Contractor shall draw upon the research and findings from Phase 1 and the input of the State and the steering committee from Phase 2, Task 1 to create a document that describes the recommended *Governance System Design and Implementation Strategy*. The DCRT will provide technical staff to assist the Contractor address issues that relate to accreditation, public property, budgeting, civil service, legal, audit, and other issues.

The deliverables associated with Task 2 are the draft *Governance System Design and Implementation Strategy* and all supporting documentation.

Task 3. Contractor shall organize and facilitate a full-day workshop with the steering committee and others designated by the State to finalize the *Governance System Design and Implementation Strategy*.

The Contractor will lead the steering committee through the recommended governance design and recommended strategies to implement the proposed changes to the composition, look, role, responsibilities of the entities with responsibilities for the governance and operation of the LSM.

A significant emphasis will be on how the new governance system and operations structure will address issues of ownership of and responsibility for the collections and other property including the buildings, furniture and fixtures, websites, intellectual property. The Contractor will explain the impact of the proposed governance system on the various parties' roles and responsibilities for fundraising, community outreach, and marketing, staffing, funding, insurance, and contracts.

The Contractor shall specifically address and provide any necessary revisions to statutes, rules, regulations, contracts, and policies. The Contractor shall set forth and explain a proposed timeline to allow for a smooth transition and implementation.

The deliverables associated with Task 3 include the approved agenda for the workshop and all handouts, documents, and presentations the Contractor will use to explain the information described above, as well as the notes from the workshop. The Contractor must ensure that the steering committee and others designated by the State receive the handouts and other supporting documentation at least one week prior to the workshop.

Task 4. Contractor shall submit the final *Governance System Design and Implementation Strategy* and, upon request, make presentations and provide training to staff, stake-holders, and policymakers on the *Final Governance System Design and Implementation Strategy* and the research, findings, and process that led to its adoption.

The Contractor will develop a written Final Report that includes an Executive Summary of all Tasks and the *Final Governance System Design and Implementation Strategy*. This document must contain the timeline and critical path for implementation and drafts of any necessary legislation required for implementation. The Final Report should be submitted as a hard copy as well as electronically. The Contractor will also deliver a presentation of the Final Report to the Board and the Lieutenant Governor.

The deliverables associated with Task 4 include the Final Report and any handouts or other documents used in the presentations and trainings.

2.3 Deliverables

As set forth in greater detail in section 2.2 above and in order to achieve the aforementioned goals and objectives, the selected Proposer shall, at a minimum, provide written reports signed by Contractor's Project Manager no later than 10 days after the completion of each task, plus the following task-specific deliverables.

2.3.1 Phase 1.

Task 1. Approved meeting agenda(s) of the steering committee, an approved steering committee membership list and description of the steering committee's responsibilities and functions; and an approved work plan.

Task 2. Records, documentation, and other information contained the Project file(s) relating to the current governance structure and operations of the LSM.

Task 3. An approved list of the institutions whose governance models are selected for study and the reasons for selection; and the records, documentation, and other information contained in the Project file(s) relating to the governance structures and operations of those institutions.

Task 4. Written reports on the interviews, surveys, and site visits. The reports shall include key facts, insights, issues, themes, and ideas gathered therefrom and all data and supporting documentation related thereto.

2.3.1 Phase 2.

Task 1. Approved meeting agenda(s) of the steering committee and the Contractor's written report and Power Point (or similar) presentation that summarizes the key findings from Phase 1.

Task 2. Draft *Governance System Design and Implementation Strategy* and all supporting documentation.

Task 3. Approved agenda and all handouts, documents, and presentations for the full-day workshop with the steering committee and others designated by the State to finalize the *Governance System Design and Implementation Strategy*.

Task 4. Final Report that includes an Executive Summary of all Tasks and the Final *Governance System Design and Implementation Strategy*. The Final Report must contain the timeline and critical path for implementation and drafts of any necessary legislation required for implementation.

2.4 Technical Requirements

Not applicable to this RFP

2.5 Project Requirements

Contractor shall provide, at a minimum, the following Project management functions:

2.5.1 Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work/Scope of Work.

2.5.2 Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities, and tasks as appropriate. The work plan shall include a schedule with milestones and deadlines for the tasks, services, and deliverables determined to be key elements of the work necessary to achieve the goals and objectives of the Contract.

2.5.3 Project Reports - Contractor shall submit written reports signed by Contractor's Project Manager no later than 10 days after the completion of each task. Each report shall detail the work the Contractor completed, including the products delivered, descriptions of problems encountered with a plan for resolving them, and the work to be accomplished in the coming task; the report will identify issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the work plan.

2.5.4 Issue Control. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key Project issues and problems.

2.5.5 Key Personnel who possess the knowledge, skills, and abilities to successfully perform assigned tasks, as listed in Attachment III; and a Project Manager to provide day-to-day management of project tasks.

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 Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	15
Approach and Methodology	33
Proposed Staff Qualifications	15
Louisiana Veteran and/or Hudson Initiative <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. See Section 3.2 for details.	12
Cost	25
TOTAL 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, Approach and Methodology, and Proposed Staff Qualifications to be considered responsive to the RFP.

Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

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

3.1 Cost Evaluation

Proposers shall submit cost proposals in the format set forth in Attachment IV, the Cost Worksheet. The Proposer with the lowest total cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

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

In the Contract, the total cost will include all costs, including travel, and will represent the maximum Contract amount.

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

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

Proposer Status and Allotment of Reserved Points

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

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

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.

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

If 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:

Subcontractor's name;

Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;

A detailed description of the work to be performed; and

The anticipated dollar value of the subcontract for the three-year contract term.

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

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

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

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

Scheduling of tasks needed for deliverables will be determined jointly between OSM and Contractor upon Contract execution.

As noted in the Statement of Work/Scope of Work, Task 1 includes the development and approval of a Work Plan. The Work Plan shall include a schedule with milestones and deadlines for the tasks, services, and deliverables determined to be key elements of the work necessary to achieve the goals and objectives of the Contract.

Contractor's performance will be evaluated using the performance measures outlined in section 4.2 below.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

Performance measures will include timely progress toward completion of all tasks including Contractor's completion and timely submission of all deliverables.

4.2.2 Monitoring Plan:

The Contract Monitor will ensure that all services are performed and all deliverables are delivered in accordance with the terms of the Contract. Any lapse will be documented and noted in the performance evaluation.

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, OSM, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the 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 OSM, 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: STATEMENT OF WORK/SCOPE OF WORK

2.1 Scope of Work

In order to achieve the aforementioned goals and objectives, the Contractor shall research and produce a *Governance System Design and Implementation Strategy* for the Louisiana State Museum.

The *Governance System Design and Implementation Strategy*:

- (a) Shall incorporate research and input from DCRT and OSM staff, LSM support groups, a steering committee, experts, stakeholders, and the public through site visits, interviews, surveys, and otherwise;
- (b) Shall be feasible and shall reflect best practices in governance in local and national entities that have been selected because they are comparable in some way to the Louisiana State Museum;
- (c) Shall contain suggested legislative language if statutory changes are required for implementation; and
- (d) Shall be presented in both a written report and through PowerPoint (or similar) presentations to the DCRT, OSM, the LSM Board and other audiences designated by the State.

2.2 Tasks and Services

Phase 1: Research and Assessment

Prior to recommending any revisions to the governance system for the LSM, the Contractor must review, study, assess, and understand the current structure, relationships, goals, roles, responsibilities, authority, budgets, funding sources, history, successes, shortcomings, and laws pertaining to all state agencies (including the DCRT, the OSM, and the Board), all LSM support organizations, and the members and the staff of the aforementioned entities as they relate to the LSM. The Contractor shall also study and assess the governance and operations of other institutions and determine whether other governance models and operational structures may be adapted to the LSM to achieve the goals and objectives of this Project. This research should be conducted in accordance with approved timetables and with the guidance of people who are committed to the improvement of the LSM and/or who are knowledgeable about best practices in management and governance of cultural institutions and the unique challenges and advantages of the LSM.

Task 1. The Contractor shall establish and manage a work plan and a steering committee for the Project.

The Contractor shall organize and facilitate one or more start-up meetings to discuss and approve the schedule and elements of the work plan for the Project as well as the role, responsibility, management, and composition of a steering committee for the Project.

The steering committee shall include representation from the State, including DCRT and OSM; from support organizations, including the Louisiana Museum Foundation

and the Friends of the Cabildo; and from stakeholders and experts in management and governance.

The work plan shall include a schedule with milestones and deadlines for the tasks, services, and deliverables determined to be key elements of the work necessary to achieve the goals and objectives of this Contract.

The deliverables associated with Task 1 include approved meeting agendas; an approved steering committee membership list and description of the steering committee's responsibilities and functions; and an approved work plan.

Task 2. The Contractor shall review and assess the current governance system and operations of the Louisiana State Museum.

The Contractor shall review the institutional history of the LSM, including laws, regulations, jurisprudence, academic and news articles, and the work of previous consultants. The Contractor shall also review the staffing, funding, revenue, visitation, exhibits, collections, accreditation, and other relevant facets of the LSM, including its relationships with support organizations, peer institutions, foundations, donors, and the community.

The Contractor is responsible for requesting and/or otherwise obtaining all necessary documents and records required for this Task 2, and for including such in the Project file. The Contractor shall also cite and/or otherwise reference these documents and records and the relevant information contained therein in the Contractor's written reports. The Project files shall become the property of the State.

Task 3. The Contractor shall review and assess the governance systems of other institutions (between 4 and 10 institutions, as recommended by the steering committee and the State).

The Contractor shall analyze and evaluate governance systems throughout the United States as well as best practices in governance systems within Louisiana. The Contractor shall recommend for selection agencies, organizations, and other institutions determined to be relevant, comparable, and/or to otherwise offer unique models, systems, and procedures that could be applied to the LSM to achieve the goals and objectives of this Project.

The deliverables associated with Task 3 include an approved list of the institutions whose governance models were selected for study and a narrative that explains the reasons for selection.

The Contractor is responsible for requesting and/or otherwise obtaining all necessary documents and records associated with those institutions' governance systems for the Project file and for including references to the relevant information related thereto in the Contractor's written reports.

Task 4. The Contractor shall conduct interviews with LSM site managers and other relevant personnel, knowledgeable experts, and stakeholders; shall conduct surveys; and shall conduct site visits to all LSM properties.

The Contractor shall conduct a minimum of 20 personal interviews with individuals determined to be knowledgeable about the current strengths and weaknesses of the LSM's governance systems and operations and/or the current and historical best practices of governance systems in Louisiana or nationally.

The Contractor shall use web-based surveys to capture feedback on topics relevant to the Project from a broader audience which may include staff; volunteers; community leaders in the areas of art, business, government, and philanthropy; visitors; and the general public, including those with no direct connection to the LSM.

The Contractor shall tour each LSM site and shall meet with the LSM site manager and/or designated staff, the president/chair of any support organization and/or designees, and community leaders and/or volunteers. The visits shall be organized by the State.

The Contractor shall analyze the information gathered through the interviews, surveys, and site visits.

The deliverables associated with Task 4 task include written reports on the interviews, surveys, and site visits. The reports shall include key facts, insights, issues, themes, and ideas gathered therefrom and all supporting data and other documentation related thereto.

Phase 2: Analysis, Recommendations, and Implementation

The Contractor's objective in Phase 2 is to draft and obtain approvals of a *Governance System Design and Implementation Strategy* that is based on and reflects the research and assessment from Phase 1, input from the State and the steering committee, and technical assistance from DCRT staff. Tasks associated with Phase 2 include the following:

Task 1. Contractor shall present to the steering committee the Contractor's key findings and initial recommendations of options for governance systems and implementation strategies.

The Contractor shall prepare and present a written report and Power Point (or similar) presentation that summarizes the key findings from Phase 1. The Contractor shall invite input and discussion on the findings related to the LSM and governance systems that are likely to help the LSM achieve the goals and objectives of this Project.

The Contractor shall provide information about the governance systems, including key characteristics, advantages, limitations, applicability of those models to the LSM and the goals of this Project.

The Contractor shall address implementation issues and strategies associated with the governance systems.

The deliverables associated with Task 1 include the approved agenda for the steering committee meeting, and a written report and a Power Point (or similar) presentation that include, at a minimum, the information described above.

Task 2. Contractor shall prepare a draft *Governance System Design and Implementation Strategy*.

The Contractor shall draw upon the research and findings from Phase 1 and the input of the State and the steering committee from Phase 2, Task 1 to create a document that describes the recommended Governance System Design and Implementation Strategy. The DCRT will provide technical staff to assist the Contractor address issues that relate to accreditation, public property, budgeting, civil service, legal, audit, and other issues.

The deliverables associated with Task 2 are the draft *Governance System Design and Implementation Strategy* and all supporting documentation.

Task 3. Contractor shall organize and facilitate a full-day workshop with the steering committee and others designated by the State to finalize the *Governance System Design and Implementation Strategy*.

The Contractor will lead the steering committee through the recommended governance design and recommended strategy to implement the proposed changes to the composition, look, roles, responsibilities of the entities with responsibilities for the governance and operations of the LSM.

A significant emphasis will be on how the new governance system and operations structure will address issues of ownership of and responsibility for the collections and other property including the buildings, furniture and fixtures, websites, intellectual property. The Contractor will explain the impact of the proposed governance system on the various parties' roles and responsibilities for fundraising, community outreach, and marketing, staffing, funding, insurance, and contracts.

The Contractor shall specifically address and provide any necessary revisions to statutes, rules, regulations, contracts, and policies. The Contractor shall set forth and explain a proposed timeline to allow for a smooth transition and implementation.

The deliverables associated with Task 3 include the approved agenda for the workshop and all handouts, documents, and presentations the Contractor will use to explain the information described above, as well as the notes from the workshop. The Contractor must ensure that the steering committee and others designated by the State receive the handouts and other supporting documentation at least one week prior to the workshop.

Task 4. Contractor shall submit the Final *Governance System Design and Implementation Strategy* and, upon request, make presentations and provide training to staff, stake-holders, and policymakers on the *Final*

***Governance System Design and Implementation Strategy* and the research, findings, and process that led to its adoption.**

The Contractor will develop a written Final Report that includes an Executive Summary of all Tasks and the *Final Governance System Design and Implementation Strategy*. This document must contain the timeline and critical path for implementation and drafts of any necessary legislation required for implementation. The Final Report should be submitted as a hard copy as well as electronically. The Contractor will also deliver a presentation of the Final Report to the Board and the Lieutenant Governor.

The Final Report is the deliverable for Task 4.

2.3 Deliverables

As set forth in greater detail in section 2.2 above and in order to achieve the aforementioned goals and objectives, the selected Proposer shall, at a minimum, provide written reports signed by Contractor's Project Manager no later than 10 days after the completion of each task, plus the following task-specific deliverables.

2.3.1 Phase 1.

Task 1. Approved meeting agenda(s) of the steering committee, an approved steering committee membership list and description of the steering committee's responsibilities and functions; and an approved work plan.

Task 2. Records, documentation, and other information contained the Project file(s) relating to the current governance structure and operations of the LSM.

Task 3. An approved list of the institutions whose governance models are selected for study and the reasons for selection; and the records, documentation, and other information contained in the Project file(s) relating to the governance structures and operations of those institutions.

Task 4. Written reports on the interviews, surveys, and site visits. The reports shall include key facts, insights, issues, themes, and ideas gathered therefrom and all data and supporting documentation related thereto.

2.3.1 Phase 2.

Task 1. Approved meeting agenda(s) of the steering committee and the Contractor's written report and Power Point (or similar) presentation that summarizes the key findings from Phase 1.

Task 2. Draft *Governance System Design and Implementation Strategy* and all supporting documentation.

Task 3. Approved agenda and all handouts, documents, and presentations for the full-day workshop with the steering committee and others designated by the State to finalize the *Governance System Design and Implementation Strategy*.

Task 4. Final Report that includes an Executive Summary of all Tasks and the Final *Governance System Design and Implementation Strategy*. The Final Report must contain the timeline and critical path for implementation and drafts of any necessary legislation required for implementation.

ATTACHMENT II: STATE FURNISHED RESOURCES

State agrees to furnish for Contractor's use in fulfillment of this Contract the following resources.

A. Contract Monitor to provide oversight of the activities conducted hereunder.

Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

B. Contract Monitor shall serve as the principal point of contact to provide information and technical assistance to the Contractor, including names, contact information, and introductions to people who may serve on the steering committee, provide interviews, participate in surveys, explain the current governance, budget, staffing, operations, exhibits, fundraising, educational programming, accreditation issues, legal status and compliance issues, finance and procurement matters, history, and other issues that may be relevant to the achievement of the goals and objectives of the Project.

C. All necessary documents and records requested by Contractor for the completion of Phase 1, Task 2 pertaining to the current governance system and operations of the Museum.

ATTACHMENT III: CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

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

CONTRACTOR PERSONNEL

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

<u>Name</u>	<u>Company</u>	<u>Responsibilities</u>	<u>Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contractor may also specify qualifications for each unnamed person.					

ATTACHMENT IV – COST WORKSHEET

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services for each Tasks described.

Name of Proposer: _____

	Total
Phase 1: Research and Assessment	
Task 1. Establish and manage a work plan and steering committee for the Project.	\$
Task 2. Review and assess the current governance system and operations of the Louisiana State Museum.	\$
Task 3. Review and assess the governance systems of other institutions.	\$
Task 4. Conduct interviews with LSM site managers and other relevant personnel, knowledgeable experts, and stakeholders; conduct surveys; and conduct site visits to all LSM properties.	\$
Phase 1 - Subtotal Cost	\$
Phase 2: Analysis, Recommendations, and Implementation	
Task 1. Present to the steering committee the key findings and initial recommendations of options for governance systems and implementation strategies	\$
Task 2. Prepare a draft <i>Governance System Design and Implementation Strategy</i> .	\$
Task 3. Organize and facilitate full-day workshop with steering committee and others designated by the State to finalize the <i>Governance System Design and Implementation Strategy</i>	\$
Task 4. Submit Final <i>Governance System Design and Implementation Strategy</i> , and upon request, make presentations and provide training to staff, stakeholders, and policymakers on final <i>Governance System Design and Implementation Strategy</i> and the research, findings, and process that led to its adoption	\$
Phase 2 – Subtotal Cost	\$
Total Proposed Cost	\$

*For informational purposes only, please provide for each task the total estimated number of hours to complete the task by job classification and the billing rate/hourly rate for each job classification.

ATTACHMENT V: 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. Contractors will receive all payments via Electronic Funds Transfer (EFT). If you receive an award and have not already enrolled in EFT, you will be asked to comply with this request by enrolling in EFT. You may indicate your acceptance below.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment forms contained in the link above.

EFT Payment Type Will accept Currently enrolled

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT VI: 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)

- 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 OSM 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 14 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 his/her 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 (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of the Contract by the Office of State Procurement. The OSM reserves the right to withdraw its consent to the 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.

Signature of Proposer
or Authorized
Representative

Typed or Printed
Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT VII: SAMPLE CONTRACT

**CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF THE STATE MUSEUM**

AND

CONTRACTOR NAME

CONTRACT NUMBER

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICE PERSONAL SERVICES

CONTRACTOR (Legal Name if Corporation) FEDERAL EMPLOYER TAX ID NUMBER

STATE LDR ACCOUNT #

STREET ADDRESS

TELEPHONE NUMBER

CITY

STATE ZIP CODE

TERM OF CONTRACT

This Contract shall begin on March 20, 2019, and shall end on March 19, 2020. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$ [TO BE INSERTED] over multiple fiscal years. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will

be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice.

State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of the Contract Monitor, her supervisor, successor, or designee.

PROHIBITION AGAINST ADVANCE PAYMENTS

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

GOALS AND OBJECTIVES

To design and implement a Governance System for the Louisiana State Museum that will improve its operations, finances, fund raising, image in the community, programming, attendance, facilities, and staff so that the Louisiana State Museum shall be an efficient, entrepreneurial, and accountable cultural institution for future generations.

DESCRIPTION OF SERVICES

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

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

- Statement of Work, Attachment I
- Contractor Personnel and Other Resources, Attachment III
- State Furnished Resources, Attachment II

Scope of Work

In order to achieve the aforementioned goals and objectives, the selected Proposer shall, at a minimum, perform the tasks set forth below.

Tasks and Services

Phase 1. Research and Assessment

Task 1. The Contractor shall establish and manage a work plan and a steering committee for the Project.

Task 2. The Contractor shall review and assess the current governance system and operations of the Louisiana State Museum.

Task 3. The Contractor shall review and assess the governance systems of other institutions (between 4 and 10 institutions, as recommended by the steering committee and the State).

Task 4. The Contractor shall conduct interviews with LSM site managers and other relevant personnel, knowledgeable experts, and stakeholders; shall conduct surveys; and shall conduct site visits to all LSM properties.

Phase 2. Analysis, Recommendations, and Implementation

Task 1. The Contractor shall present to the steering committee the Contractor's key findings and initial recommendations of options for governance systems and implementation strategies.

Task 2. The Contractor shall prepare a Draft *Governance System Design and Implementation Strategy*.

Task 3. The Contractor shall organize and facilitate a full-day workshop with the steering committee and others designated by the State to finalize the *Governance System Design and Implementation Strategy*.

Task 4. The Contractor shall submit the Final *Governance System Design and Implementation Strategy* and, upon request, make presentations and provide training to staff, stakeholders, and policymakers.

DELIVERABLES

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

ACCEPTANCE OF DELIVERABLES

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

General. The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.

Submittal and Review. Contractor shall provide written notification to State Contract Monitor that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the Contract Monitor shall review the Deliverable within 30 days. Within this period, the Contract Monitor shall direct the appropriate review process, coordinate any review outside the Project team, and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

Acceptance or Rejection. A Deliverable shall be considered accepted unless, within the 30 days, the Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

Resubmitting Deliverables. Contractor shall provide written notification to the Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The Contract Monitor

shall review the resubmitted Deliverable within 15 days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables. Payment will be made only after the Contract Monitor approves the tasks, deliverables, and associated original invoice for payment. Travel and other expenses shall not be reimbursed under the Contract.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a 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 its proposal.

STATE FURNISHED RESOURCES

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

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is _____.
Contractor's seven-digit LDR account number is _____.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax

returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

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

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

TERMINATION FOR CONVENIENCE

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

REMEDIES FOR DEFAULT

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

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the state of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the 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.

Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, state of Louisiana.

E-VERIFY

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

OWNERSHIP OF WORK PRODUCT

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

DATA/RECORD RETENTION

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

RECORD OWNERSHIP

All records, reports, documents, or other material related to the Contract 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.

CONTRACTOR'S COOPERATION

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

ASSIGNMENT

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

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

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

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

NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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, 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.

CONTINUING OBLIGATION

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

ELIGIBILITY STATUS

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

CONFIDENTIALITY

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

AMENDMENTS

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

PROHIBITED USE OF FUNDS

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

SUBCONTRACTORS

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

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

INDEMNIFICATION & LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret, or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle, or defend such action, claim, or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

STAFF INSURANCE

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

LICENSES AND PERMITS

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

SECURITY

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

CODE OF ETHICS

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

SEVERABILITY

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

HEADINGS

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

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for 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, to the extent possible, shall be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

CONTRACT APPROVAL

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

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Attachment VIII.

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

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

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title: _____

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

ATTACHMENT VIII: INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

- a. DCRT, 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 DCRT.

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to DCRT. 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 DCRT of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of DCRT to require proof of compliance, or DCRT's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against DCRT for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to DCRT, its officers, agents, employees, and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish DCRT 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 DCRT before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The certificate holder shall be listed as follows:

State of Louisiana

The Department of Culture, Recreation and Tourism, Its Officers, Agents,
Employees, and Volunteers

Address, City, State, Zip

Project or Contract #:

3. In addition to the certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. DCRT reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver, and maintain required insurance, this Contract, at the election of DCRT, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the state of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the

damage, loss, or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, or employees, or any and all costs, expenses, and/or attorney fees incurred by Contractor as a result of any claims, demands, suits, or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the state of Louisiana, all state departments, agencies, boards, commissions, its officers, agents, servants, employees, and volunteers.

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