

**STATE OF LOUISIANA  
DEPARTMENT OF WILDLIFE AND FISHERIES**

**REQUEST FOR PROPOSALS  
FOR  
INTEGRATED LEASE INFORMATION  
ENVIRONMENT (DATA MANAGEMENT SERVICES)**

**JULY 30, 2008**



# TABLE OF CONTENTS

*To update the Table of Contents, right click the mouse and select Update Field or press F9 on the function keys.*

1	GENERAL INFORMATION.....	1
1.1	Purpose.....	1
1.2	Background.....	1
1.3	Goals/ Objectives/Performance Measures .....	2
2	ADMINISTRATIVE INFORMATION .....	3
2.1	Term of Contract.....	3
2.2	RFP Coordinator .....	3
2.3	Calendar of Events.....	4
2.4	Proposer Inquiries .....	5
2.5	Pre-proposal Conference.....	5
2.6	Definitions.....	6
3	PROPOSAL INFORMATION .....	6
3.1	Proposal Response Location .....	6
3.2	Minimum Qualifications of Proposer .....	6
3.3	Determination of Responsibility .....	7
3.4	RFP Addenda .....	7
3.5	Waiver of Administrative Informalities.....	7
3.6	Proposal Rejection/RFP Cancellation.....	7
3.7	Withdrawal and Re-submission of Proposal.....	7
3.8	Subcontracting Information .....	8
3.9	Ownership of Proposal.....	8
3.10	Proprietary Information .....	8
3.11	Cost of Preparing Proposals.....	8
3.12	Errors and Omissions in Proposal.....	9
3.13	Contract Award and Execution.....	9
3.14	Code of Ethics.....	9
4	RESPONSE INSTRUCTIONS.....	9
4.1	Proposal Submission.....	9
4.2	Proposal Format .....	10
4.3	Cover Letter .....	10
4.4	Technical and Cost Proposal.....	10
4.5	Certification Statement .....	10
5	EVALUATION AND SELECTION .....	10
5.1	Evaluation Team .....	10
5.2	Administrative and Mandatory Screening .....	11
5.3	Oral Presentations May be Required .....	11
5.4	Evaluation and Review .....	11
5.5	Announcement of Contractor.....	12
6	CONTRACTOR REQUIREMENTS.....	12
6.1	Corporation Requirements .....	12

6.2	Billing and Payment.....	12
6.3	Confidentiality .....	12
	ATTACHMENT I: SCOPE OF SERVICES .....	14
1	Overview.....	14
2	Tasks and Services .....	14
3	Deliverables .....	15
4	Functional Requirements .....	16
5	Technical Requirements.....	17
6	Project Requirements .....	17
	ATTACHMENT II: PROPOSAL INFORMATION .....	19
1	Executive Summary .....	19
2	Corporate Background/Experience/Financial Condition.....	19
3	Proposed Project Staff.....	19
4	Approach and Methodology .....	20
5	Cost Information .....	20
6	Administrative Information .....	21
	ATTACHMENT III: CERTIFICATION STATEMENT.....	22
	ATTACHMENT IV: CONSULTING SERVICES CONTRACT.....	23
1	SCOPE OF SERVICES .....	23
1.1	CONCISE DESCRIPTION OF SERVICES .....	23
1.2	STATEMENT OF WORK .....	23
1.2.1.	INTRODUCTION .....	23
1.2.2.	GOALS AND OBJECTIVES .....	23
1.2.3.	PERFORMANCE MEASURES.....	23
1.2.4.	MONITORING PLAN .....	23
1.2.5.	CONTRACTOR TASKS AND RESPONSIBILITIES .....	24
1.2.6.	DELIVERABLES.....	24
1.2.7.	SUBSTITUTION OF KEY PERSONNEL .....	24
2	ADMINISTRATIVE REQUIREMENTS .....	24
2.1	TERM OF CONTRACT.....	24
2.2	STATE FURNISHED RESOURCES.....	24
2.3	TAXES.....	24
3	COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT.....	25
3.1	PAYMENT TERMS.....	25
4	TERMINATION.....	25
4.1	TERMINATION FOR CAUSE.....	25
4.2	TERMINATION FOR CONVENIENCE.....	26
4.3	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	26
5	INDEMNIFICATION AND LIMITATION OF LIABILITY .....	26
6	CONTRACT CONTROVERSIES .....	27
7	FUND USE .....	27
8	ASSIGNMENT.....	28
9	RIGHT TO AUDIT.....	28
10	CONTRACT MODIFICATION.....	28
11	CONFIDENTIALITY OF DATA .....	28
12	SUBCONTRACTORS .....	29

13	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	29
14	INSURANCE.....	29
15	APPLICABLE LAW .....	30
16	CODE OF ETHICS.....	30
17	SEVERABILITY .....	31
18	COMPLETE CONTRACT.....	31
19	ORDER OF PRECEDENCE .....	31
ATTACHMENT V: OLSS INFORMATION TECHNOLOGY ENVIRONMENT.....		34
ATTACHMENT VI: OYSTER LEASE SURVEY HISTORICAL DOCUMENTS.....		37

### **LIST OF TABLES**

Table 1	Calendar of Events.....	4
Table 2	Definitions .....	6
Table 3	SAMPLE Evaluation Scoring.....	11

# REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)

## **1 GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Louisiana Department of Wildlife and Fisheries, Oyster Lease Survey Section [OLSS] (herein referred to as the State) for the purpose of soliciting proposals from qualified proposers in order to select a contractor for an Integrated Lease Information Environment. The contractor will be required to review OLSS requirements, develop an approach, and implement the Integrated Lease Information Environment for the OLSS. The proposed solution must include the following: an updated inventory of the existing historic Louisiana oyster lease documents on file at the OLSS; consolidation of all historical documents into an Integrated Lease Information Environment; a “Backfile Conversion Plan” for OLSS historic documents; development and implementation of the Integrated Lease Information Environment; and system documentation and training. It has been estimated that the OLSS has approximately 43,000 oyster lease documents.

### ***1.2 Background***

Louisiana is the oldest oyster leasing entity in the United States, and second to none in terms of oyster fisheries production.

The OLSS is responsible for the identification, administration and management of State public and private oyster waterbottoms. As such, it serves a broad range of clientele all having varying degrees of interest in public and private oyster bottoms. The primary goal of the office is to ensure the optimum economic return and public utilization possible for oyster waterbottoms in a way that is consistent with conservation of the resource.

In 2005, the Gulf region, and more particularly Louisiana experienced two catastrophic hurricanes in Katrina and Rita that resulted in flooding the Department of Wildlife and Fisheries Oyster Lease Survey Section’s New Orleans office. Congress has appropriated disaster assistance funding to aid the DWF to begin digitally backing up the lease records and creating an Integrated Lease Information Environment.

The potential loss of historical records is an issue of major concern. To address this concern, LDWF is proposing an Integrated Lease Information Environment utilizing contractors who employ or subcontract qualified technicians as their primary means to scan and data input the oyster lease documents.

### **File Locations and Procedures for OLSS**

The OLSS historical records are maintained within a large open area, presently located in the UNO Advanced Technology Center, 2021 Lakeshore Drive, Suite 400, New Orleans, Louisiana, 70122. This area contains free-standing open shelving units, filing cabinets, large up-right map filing cabinets, large closed-door filing cabinets and map tube racks.

## **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

There are nine (9) full-time employees who assist customers (letter, e-mail, phone and walk-in) relative to their requests for oyster lease documents and information. These employees are responsible for the management of these records. They research and retrieve numerous documents relative to customers' requests, and answer numerous questions relative to the information found. These employees are extremely knowledgeable not only in what documents are available, but in the historical procedures, requirements and policies relative to the leasing of State public waterbottoms. There is an Oracle database containing over 22,000 lease records in addition to other database tables.

Due to the historical nature of the documents, none of the records are archived, boxed or destroyed. The entire collection is maintained pursuant to statutory requirements, as open and active public records.

These documents are also used daily by OLSS staff members researching title history questions, and copies of documents are routinely made upon request by the public.

These historical records are one-of-a-kind documents and are not maintained at any other location. The OLSS is the only source for these records and since the documents are used daily by a broad range of clients and staff, there is concern relative to off-site handling of the documents. Therefore, off-site imaging is prohibited. Additionally, documents vary in age from the early 1900s to present. Many are in very fragile condition and have various stains, smudges, creases, cracks, etc. The sizes range from field book size of 5 x 8.5 inches to large maps and ledger books measuring 20 x 32 inches. They encompass a combination of maps, plats, sketches, large ledger books, handwritten and typed letters, surveyor handwritten field notes, receipts, various certificates, transfer documents, etc.

### **Information Technology Environment**

The Department of Wildlife and Fisheries has spent several years laying the groundwork and providing the infrastructure for Integrated Lease Information Environment improvements. During this time, LDWF has expanded the data processing capacity of our computer systems and significantly improved the networking capabilities. State-of-the-art equipment, software and application development tools have been acquired to assist in the accomplishment of these objectives. This includes Geographical Information Systems (GIS), client server applications, and access to the Internet. LDWF also maintains an enterprise imaging system which the contractor may elect to utilize in providing the contract services. The current configuration of hardware, software and networks in OLSS is provided in ATTACHMENT V.

### ***1.3 Goals/ Objectives/Performance Measures***

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing consulting services related to the development and implementation of a management and archiving system for the approximately 43,000 oyster leasing records and documents held by

## **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

Oyster Lease Survey Section (OLSS), Louisiana Department of Wildlife and Fisheries. Said system must include such elements as: an updated inventory of the existing historic Louisiana oyster lease documents on file at the OLSS; consolidation of all historical documents into an integrated lease information environment; a backfile conversion plan for OLSS historic documents; development and implementation of the integrated lease information environment; and system documentation and training. It has been estimated that the OLSS has approximately 43,000 oyster lease documents.

Performance will be monitored by the OLSS manager, OLSS data system supervisor, and assistant division administrator of the LDWF Marine Fisheries Division through progress reports and regularly-scheduled meetings, e-mails, and phone calls with Contractor. Written progress reports for the project, signed by the Contractor's Project Manager, will be due monthly, with more frequent reports due as necessary to maintain scheduled results. During both phases (system development and implementation plan; implementation and training), the Project Manager shall be available for a minimum of one meeting per week with the OLSS to discuss the progress of the project. The Contractor, in conjunction with the OLSS Project Director, will maintain a project management work plan to include a detailed timeline for the activities included in this RFP and schedule frequent milestones for project review. Each milestone will require sign-off by the OLSS Project Director as completed. Any delays from previously agreed upon work completion milestones and the impact on the project will be reviewed and resolved with the Project Director. Contractor shall submit written progress reports in the format provided within 30 days of the end of each period and a final report upon submission of the final invoice at the end of the project. Progress reports (format attached) must show the status of all tasks, problems encountered and proposed solutions, and meet the approval of the Marine Fisheries Division Administrator.

Performance will be measured by timely submission of progress reports which clearly describe project status and completion of performance elements of all tasks identified in the Scope of Services, and by verified accuracy, completeness and timeliness of task completion and system performance.

## **2 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2009, and to continue through June 30, 2011. The State has the right to contract for up to three years upon approval.

### ***2.2 RFP Coordinator***

Requests for copies of the RFP and written questions shall be directed to the RFP Coordinator listed below:

**REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

Susan Newsom  
Contracts/Grants Reviewer  
Louisiana Dept. of Wildlife and Fisheries  
P.O.Box 98000  
2000 Quail Drive, Room 256  
Baton Rouge, LA 70898-9000  
225-763-3970(office) 225-765-2892 (Fax)  
[snewsom@wlf.louisiana.gov](mailto:snewsom@wlf.louisiana.gov)

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp> or from the Louisiana Department of Wildlife and Fisheries website <http://www.wlf.state.la.us> or in printed form by submitting a written request to the RFP Coordinator.

**2.3 Calendar of Events**

**Table 1 Calendar of Events**

<b>EVENT</b>	<b>DATE</b>
Advertise RFP (in newspapers and LaPAC) and mail public announcements	07/30/08
Mandatory Pre-proposal Conference	9-03-08
Mandatory Document Viewing	9-10-08
Issue responses to Pre-proposal Conference questions/inquiries	9-17-08
Deadline for receiving written proposer inquiries	10-01-08
Deadline to answer written inquiries	10-15-08
Deadline for submitting proposals	10-31-08
Notice of Intent to Award to be mailed	11-17-08
Contract Initiation	01-01-09

***NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.***

## **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

### ***2.4 Proposer Inquiries***

The State will consider written proposer inquiries regarding RFP requirements before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225-765-2892) by 4:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be within fourteen days at <http://www.wlf.state.la.us>.

Only James G. Hanifen, Marine Fisheries Assistant Division Administrator, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

### ***2.5 Mandatory Pre-proposal Conference and Mandatory Document Viewing***

A mandatory pre-proposal conference will be held on September 3, 2008 at 9:00 A. M. at the Department of Wildlife and Fisheries Oyster Lease Survey Section, in the UNO Advanced Technology Center, 2021 Lakeshore Drive, Suite 400, New Orleans, Louisiana, 70122.

Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal must have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (*even if an answer has already been given to an oral question*). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet. The conference proceedings will be recorded.

Due to the unique nature of the documents to be images, it will be a requirement that interested parties attend a "viewing" of the documents prior to submitting the RFP. This opportunity for viewing will be by appointment only on September 10, 2008, at the Oyster Lease Survey Section office. Contact Raymond Impastato at (504) 284-5271 or by e-mail at [rimpastato@wlf.louisiana.gov](mailto:rimpastato@wlf.louisiana.gov) to confirm attendance at the scheduled viewing.

**REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

**2.6 Definitions**

**Table 2 Definitions**

<b>TERM</b>	<b>DEFINITION</b>
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

**3 PROPOSAL INFORMATION**

**3.1 Proposal Response Location**

Proposers who are interested in providing services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline specified in the Calendar of Events. Fax or e-mail submissions shall not be acceptable.

It is solely the responsibility of each proposer to assure that its proposal is delivered (inside) at the specified place and prior to the deadline for submission. Proposals which for any reason are not so delivered will not be considered for purposes of this RFP.

**3.2 Minimum Qualifications of Proposer**

Proposer must have prior work experience in design and implementation of document imaging systems. Proposer shall submit along with their proposal any customer references for projects requiring design and implementation of an imaging system. These references should include the following information:

- Scope of Project
- Overview of any integration with other business systems
- Project start and end date
- Contact name and phone number

# **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

## ***3.2 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: 136. 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.

## ***3.3 RFP Addenda***

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

## ***3.4 Waiver of Administrative Informalities***

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

## ***3.5 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

## ***3.6 Withdrawal or Changes to 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 accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator. A proposer may change a proposal by submitting the changes prior to the deadline for proposal submission and in accordance with the Response Instructions in Section 4.0.

## **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

### ***3.7 Subcontracting Information***

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 referenced in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should 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.

Prior to award of the contract, the selected proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of the State.

### ***3.8 Ownership of Proposal***

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

### ***3.9 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may 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 Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.10 Cost of Preparing Proposals***

The State shall not be liable for any costs incurred by prospective 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 are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State.

# REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)

## ***3.11 Errors and Omissions in Proposal***

The State shall not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

## ***3.12 Contract Award and Execution***

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

The RFP and proposal of the selected proposer shall become part of any contract initiated by the State.

The selected proposer shall be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## ***3.13 Code of Ethics***

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Proposals must be received on or before 4:00 PM, Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package must be delivered at the proposer's expense to:

Susan C. Newsom  
Louisiana Department of Wildlife and Fisheries  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

## **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

For courier delivery, the street address is 2000 Quail Drive, Room 256, Baton Rouge, LA 70808 and the telephone number is (225) 763-3970. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

### ***4.2 Proposal Format***

The State requests that eight (8) 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; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. For corporations, **a copy of a board resolution for granting such authority should be submitted.**

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

### ***4.3 Cover Letter***

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

### ***4.4 Technical and Cost Proposal***

Proposer should submit a proposal as specified in Attachment II which should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all areas requested.

### ***4.5 Certification Statement***

The proposer must sign and submit the Certification Statement shown in Attachment III.

## **5 EVALUATION AND SELECTION**

### ***5.1 Evaluation Team***

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

**REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

**5.2 Administrative and Mandatory Screening**

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

**5.3 Oral Presentations May be Required**

The State, at its sole discretion, may select the top scoring finalists for an oral presentation for final determination of contract award. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

**5.4 Evaluation and Review**

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 specified in the following table:

**Table 3 Evaluation Scoring**

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Approach and Methodology	<b>45</b>
2. Experience	<b>15</b>
3. Staff Qualifications	<b>15</b>
4. Cost	<b>25</b>
<b>TOTAL SCORE</b>	<b>100</b>

The proposer with the lowest total proposed cost shall receive the highest cost score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers  
PC = Proposer's cost

## **REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

### ***5.5 Announcement of Contractor***

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

## **6 CONTRACTOR REQUIREMENTS**

### ***6.1 Corporation 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 Secretary of State of Louisiana.

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 Secretary of State of Louisiana.

### ***6.2 Billing and Payment***

Billing and payment conditions shall be negotiated with the successful proposer.

### ***6.3 Confidentiality***

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

Under no circumstance shall the contractor discuss and/or release information to the media

**REQUEST FOR PROPOSAL INTEGRATED LEASE INFORMATION ENVIRONMENT (DATA MANAGEMENT SYSTEM)**

concerning this project without prior express written approval of the Louisiana Department of Wildlife and Fisheries.

---

**ATTACHMENT I: SCOPE OF SERVICES****FUNCTIONAL AND TECHNICAL REQUIREMENTS****1 Overview**

The OLSS defines the Integrated Lease Information Environment as a fully integrated web-based and database-centric platform for the enterprise-wide management of Oyster Leases. It shall provide geospatial data management, editing, analysis and reporting / plotting functionality that is integrated with the full operational spectrum of Lease Information Environment operations.

The OLSS defines backfile conversion as converting all OLSS historic documents to electronic image form and implementing an indexing scheme for all OLSS historic documents. (See Attachment VI, for naming schema and database fields)

**2 Tasks and Services****Project Objectives**

The OLSS intends to achieve the following objectives and any others deemed necessary with the Integrated Lease Information Environment and Backfile Conversion. The Contractor shall provide services and a system that will accomplish the following:

**Integrated Lease Information Environment**

1. Manage and Maintain Applicant, Address and lease information.
2. Archive, Index and retrieve documents. Documents shall be related / linked to any number of objects and entities and also geospatially indexed.
3. Process Lease Applications.
4. Manage Lease Information – including lease transfer history.
5. Process and Manage Lease Surveys.
6. Manage and Maintain all types of geospatial information – including satellite, aerial and other orthophoto imagery in an open, non-proprietary OGC compliant seamless integrated database and format.
7. Provide Intuitive Web Based Query Reporting with integrated web mapping.
8. Accept Payments and Issue Receipts.
9. Provides User Customizable Reporting and User Interfaces.
10. Preserve historic documents.
11. Improve efficiency and service delivery.
12. Improve service to our customers.

## ATTACHMENT I: SCOPE OF SERVICES

13. Develop a system to back up the data.

### **Backfile Conversion**

1. Prepare all OLSS historic documents for imaging including unbinding bound documents.
2. Produce the best possible images of all historic OLSS documents that are accessible by OLSS programs, the public, other state and federal agencies, and other states via the internet
3. Consolidate all historic OLSS documents
4. Index all historic OLSS documents in a manner that may be expanded to index all OLSS documents
5. Implement a system to inventory any documents leaving the OLSS, ensure their return in undamaged condition, and report on work in progress on the imaged documents at any point in time upon request of the OLSS
6. Restore all OLSS historic documents to pre-imaging condition including binding of documents that required unbinding for imaging

3

### ***Deliverables***

OLSS envisions a two-phased approach for this project:

#### **Phase 1 will include:**

- Integrated Lease Information Environment Requirements Documentation to provide recommendations including detailed specifications for hardware and software;
- Integrated Lease Information Environment Implementation plan to include identification of all process steps necessary to implement the Integrated Lease Information Environment and documentation of the requirements for each step;
- Inventory of all historical records to be imaged during backfile conversion.
- An analysis of existing historical documents (see ATTACHMENT VI, DWF HISTORICAL DOCUMENTS) defining:
  - physical characteristics
  - physical location of originals and copies
  - document retention
  - document user groups
  - current and proposed indexing scheme
- Backfile Conversion Plan to include identification of all steps necessary to implement the Backfile Conversion and the inventory and analysis of historical documents;
- Develop a daily, weekly data backup;

## ATTACHMENT I: SCOPE OF SERVICES

- Upon completion of these activities, the Contractor will provide recommendations for:
  - ⇒ Appropriate Indexing Scheme for the document management system covering document types, documents classes and specific index fields.
  - ⇒ The application of electronic document management with version control within the OLSS
  - ⇒ The conversion of oversized and color documents and the ramifications for network infrastructure, desktop computers and system storage requirements
  - ⇒ An end user application that provides document retrieval via the intranet, internet
  - ⇒ An end user application for workflow capabilities defined by features and functions that can be added to the document management system if the OLSS should determine a need for such capabilities
  - ⇒ General system administration and document security maintenance procedures
- Following, the Contractor will prepare an implementation schedule, with associated benefits, to achieve the Lease Information Environment and backfile conversion in the OLSS.

### **Phase 2 will include:**

- Implementation of the Lease Information Environment Implementation Plan.
- Development and installation of the end user retrieval application.
- Implementation of the Backfile Conversion plan.
- Implementation of the indexing scheme.
- System documentation and training.

## **4**      ***Functional Requirements***

1. Contractor will provide all document preparation, scanning and data-entry. Contractor will also provide personnel to remove the documents from their storage units, prepare the documents for scanning, rebind any documents that were bound prior to scanning, and replace them once scanning has been completed.
2. All scanned images of the records described in this document, produced under the terms of this RFP shall become and shall remain the sole and exclusive property of the DWF. The OLSS shall also retain possession of any media used to record or transfer these records and the exclusive rights to its use, copying and reproduction. All final images are the sole property of the Oyster Lease Survey Section and will be distributed in accordance with the DWF's policies covering public records. No agreement counter to this will be considered or negotiated.

**5**      ***Technical Requirements***

1. Contractor will provide a detailed, clearly worded, explanation of the quality control and exception handling procedures that will be used during the Backfile Conversion to ensure the documents are returned undamaged.
2. Documents shall be scanned in a straight, neat and responsible manner.
3. All edges of the documents shall be visible in the image.
4. Documents will be scanned so that there is no data loss from folded corners or other obstructions covering information on the documents.
5. The image shall not be skewed more than 0.5 degrees from parallel with the longitudinal axis of the image. Skew is measured from the two corners of the document image parallel to the longitudinal edge.
6. All letter sized and legal sized documents will be scanned to a 200 dpi CCITT Group IV TIFF image file. The final format for the oversized and color documents will be discussed with the successful proposer after the award.
7. Contractor shall be required to use all techniques necessary to produce optimum images for the OLSS.
8. Contractor shall be responsible for verifying the accuracy and legibility of all scanned images.
9. Work identified by the OLSS that does not meet the requirements per the provisions of the contract will be reworked by and at the expense of the contractor.

**6**      ***Project Requirements***

The OLSS shall appoint a Project Director for the Contract resulting from this RFP who will provide day-to-day oversight of the activities conducted hereunder. Notwithstanding the Contractor responsibility for total management during the performance of this Contract, the assigned Project Director shall be the principal point of contact on behalf of the OLSS and will be the principal point of contact for the Contractor concerning their performance under this Contract. All

## ATTACHMENT I: SCOPE OF SERVICES

Contractor activities under all parts of the contract will be accomplished in consultation with, under the direction of, and with the approval of the OLSS Project Director.

Progress reports for the project, signed by the Contractor's Project Manager, will be made monthly, with more frequent reports as necessary to maintain scheduled results. During both phases, the Project Manager shall be available for a minimum of one meeting per week with the OLSS Project Director to discuss the progress of the project.

The Contractor, in conjunction with the OLSS Project Director, will maintain a project management work plan, to include a detailed timeline for the activities included in this RFP and schedule frequent milestones for project review. Each milestone will require sign-off by the OLSS Project Director as completed. Any delays from previously agreed upon work completion milestones and the impact on the project will be reviewed and resolved with the Project Director.

The Contractor, at a minimum, shall also provide the following project management functions:

- \* Perform day-to-day project management using the best management practices for all tasks and activities necessary to complete the statement of work.
- \* Provide Time Sheets to accompany each Progress Report submitted to the OLSS Project Director indicating effort expended and work performed by each staff member, or its subcontractor's staff member.
- \* Develop and implement, with OLSS approval, procedures and forms for Issue Control to monitor the identification and resolution of key project issues and problems.
- \* The Contractor shall designate appropriate personnel to participate in the OLSS and DWF studies. Senior level staff in their organization, including Partners and managers who themselves have a minimum of 5 years experience in their specialty as indicated above, shall be available on site. However, using less senior level staff in non-decision making roles to assist the senior level staff, thereby reducing costs in a controlled manner, is encouraged.

## ATTACHMENT II: PROPOSAL INFORMATION

### ***1 Executive Summary***

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and telephone number, and the stipulation that the proposal is valid for a time period of at least sixty (60) days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

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

### ***2 Corporate Background/Experience/Financial Condition***

The proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of the previous two years financial statements, 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/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references.

If subcontractors will be used, the proposer should clearly identify any subcontractor arrangements. The proposer should provide the same information regarding the subcontractor's company as is requested for the proposer's company.

### ***3 Proposed Project Staff***

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.

## ATTACHMENT II – PROPOSAL INFORMATION

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer’s personnel.

### 4 *Approach and Methodology*

- Proposer shall demonstrate understanding of the nature of the project and how its proposal will best meet the needs of the Louisiana Department of Wildlife and Fisheries, Marine Fisheries Oyster Lease Survey Section.
- Proposer shall define its functional approach in scanning documents and importing data.
- Proposer shall define its functional approach in identifying the tasks necessary to accomplish items outlined in the project objectives in Attachment I.
- Proposer shall describe the approach to Project Management and Quality Assurance.
- Proposer shall provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing and if subcontractors are used, what roles they will play.
- Proposer shall define its functional approach in developing a detailed design reflecting the most effective means of accomplishing the integrated lease information environment.
- Proposer shall define its strategy for project team organization and task assignments to transfer application knowledge, to position the Marine Fisheries Oyster Lease Survey Section to be self sufficient after implementation.
- Proposer shall define its approach for defining system and data security.
- Proposer shall identify areas of project risk and procedures to mitigate these risks.
- Proposer shall define the methodology to be utilized for system design.
- Proposer shall explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc.)

### 5 *Cost Information*

The Project Cost Schedule is shown in Table 1, below. Proposer shall indicate the **total cost for producing each deliverable specified** which shall include the cost for project administration, travel and expenses, and any other anticipated costs.

**Table 1: Project Cost Schedule**

<b>Project Deliverable</b>	<b>Proposed Cost</b>
A. Integrated Lease Information Environment Requirements Documentation (phase 1)	\$
B. Integrated Lease Information Environment Implementation Plan (phase 1)	\$
C. Integrated Lease Information Environment Implementation (phase 2)	\$
D. Backfile Conversion Plan (phase 1)	\$

**ATTACHMENT II – PROPOSAL INFORMATION**

E. Backfile Cost/Image (phase 1)	\$
F. Backfile Conversion Plan Implementation (phase 2)	\$
G. Staff Training (phase 2)	\$
H. System Documentation (phase 2)	\$
<b>Total Proposed Cost</b>	\$

For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor. The cost breakdown for deliverables and Table 1 are to be included in a separate Cost Proposal.

**Table 2- Project Rate and Classification Schedule**

<b>Proposed Staff by Classification</b>	<b>Est. Hours</b>	<b>Rate/Hr.</b>	<b>% Sub-Contracted</b>
A. Partner			
B. Project Manager			
C. Sr. Functional			
D. Sr. Technical			
E. Functional			
F. Technical			
G. Administrative			
H. Other (Specify)			

This table, to be included in the Cost Proposal, will be used as a guide in assessing the allocation of resources and cost by deliverable.

**6 Administrative Information**

1. Provide a completed Certification Statement as shown in Attachment III.

**ATTACHMENT III – CERTIFICATION STATEMENT**

**ATTACHMENT III: 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. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (    ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least sixty (60) days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SIGNATURE of Proposer's Authorized Representative	DATE
---	------

**ATTACHMENT IV: CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA  
CONTRACT**

On this \_\_ day of \_\_\_, 20\_\_, the State of Louisiana, Louisiana Department of Wildlife and Fisheries, hereinafter sometimes referred to as the "State", and [*CONSULTANT'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor" or "*[CONSULTANT NAME]*", do hereby enter into a contract under the following terms and conditions.

***1 SCOPE OF SERVICES***

**1.1 CONCISE DESCRIPTION OF SERVICES**

*[COMPLETE A BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED]*

**1.2 STATEMENT OF WORK**

**1.2.1. INTRODUCTION**

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each Task Schedule; and establishes the responsibilities for accomplishing these tasks.

**1.2.2. GOALS AND OBJECTIVES**

*[THE GOALS AND OBJECTIVES OF THIS CONTRACT]*

**1.2.3. PERFORMANCE MEASURES**

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

*[PERFORMANCE SHOULD BE MEASURABLE AND TIME BOUND]*

**1.2.4. MONITORING PLAN**

*[Name and Title or Position]* will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

## ATTACHMENT IV – CONSULTING SERVICES CONTRACT

*(MONITORING PLAN)*

### **1.2.5. CONTRACTOR TASKS AND RESPONSIBILITIES**

*(FULL DESCRIPTION OF SERVICES TO BE PERFORMED COMPOSED FROM THE RFP AND THE PROPOSER'S RESPONSE)*

### **1.2.6. DELIVERABLES**

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

### **1.2.7. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract may 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 in completing tasks.

## **2 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

### **2.2 STATE FURNISHED RESOURCES**

State shall appoint *[NAME]* as Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator 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 \_\_\_\_\_.

### **3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

#### **3.1 PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *\$/[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. 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 25 work days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

*(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)*

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

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

### **4 TERMINATION**

#### **4.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the 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 specified in the solicitation will constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

## ATTACHMENT IV – CONSULTING SERVICES 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 this 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.

### 4.2 TERMINATION FOR CONVENIENCE

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

### 4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is 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.

## 5 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 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.

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

## ATTACHMENT IV – CONSULTING SERVICES CONTRACT

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; 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.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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.

### **6 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

### **7 FUND USE**

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

## ATTACHMENT IV – CONSULTING SERVICES CONTRACT

having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **8      *ASSIGNMENT***

No contractor shall assign any interest in this 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.

### **9      *RIGHT TO AUDIT***

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

### **10     *CONTRACT MODIFICATION***

No amendment or variation of the terms of this 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 is binding on any of the parties.

### **11     *CONFIDENTIALITY OF DATA***

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

**12 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.

**13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The 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 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, or disabilities. 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.

**14 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

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

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

## ATTACHMENT IV – CONSULTING SERVICES CONTRACT

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

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

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

### ***15 APPLICABLE LAW***

This 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 this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### ***16 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.

**ATTACHMENT IV – CONSULTING SERVICES CONTRACT**

**17 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.

**18 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**19 ORDER OF PRECEDENCE**

This contract shall, to the extent possible, 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 Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

---

CONTRACTOR’S SIGNATURE

---

STATE’S SIGNATURE

---

DATE

---

DATE

**ATTACHMENT V**  
**OLSS INFORMATION TECHNOLOGY ENVIRONMENT**

Main Computer Equipment:

Dell Server: PowerEdge 4400

Microsoft Windows Server 2000 sp4  
Intel Xeon 2ghz X 2  
2 GB memory  
200 GB hard drive  
Communications: 10/100 megabit Ethernet card  
Magnetic Tape: Dell DTL 40GB/80GB

Software:

Oracle 8

Dell Server: PowerEdge 2800

Microsoft Window Servers 2003 R2  
Intel Dual Core Xeon Processor 2.80ghz X 4  
8 GB memory  
630 GB hard drive  
RAID 5  
Communications: 10/100 megabit Ethernet card  
Magnetic Tape: ULTRIUM 3 400GB/800GB

Dell Web Server: PowerEdge 2950

Microsoft Window Servers 2003 R2  
Intel Dual Core Xeon Processor 5160, 3.0ghz X 2  
4 GB memory  
600 GB hard drive  
RAID 5  
Communications: 100/1000 megabit Ethernet card

HP DesignJet T1100 MFP

44" large-format printer - color - ink-jet – Sheet fed scanner

Software:

Intergraph Geomedia WebMap v6.0 **Converting to Arc-gis web map in the future**  
Oracle

Internet and Firewall Equipment:

The Department of Wildlife and Fisheries connects to the Internet via a T1 connection to LaNet. DWF uses filtering mechanisms with a firewall.

The Department of Wildlife and Fisheries's network consists of backbone. Outlying buildings are connected to the backbone through routers and over T1 lines.

The Department of Wildlife and Fisheries uses the LaNet Statewide data communications network. LaNet provides government, education, and research users with medium-to-high speed computer access across Louisiana and to the Internet. The DWF connection to LaNet is router to router.

## OLSS LAN

### Workstation Hardware:

- Pentium III, Pentium IV
- Dual Core Intel® Xeon® Processor 5160 (3.00GHz, 4MB)**
- Dual Core Intel® Xeon® Processor 5130 (2.00GHz, 4MB)
- 300 Mhz or better
- 128 Meg memory or better
- 10 gig hard drive or better
- 10/100 Ethernet
- CD-ROM
- Speakers
- 21 " monitor

### Workstation Software:

- Windows NT 4.0, Service Pack 4
- Windows 2000 Service Pack 4
- Windows XP Professional
- Office 97 Professional, SR 2 or better
- Internet Explorer 6.x
- Norton Anti-Virus 5.x or
- McAfee 8.0i
- Acrobat Reader 5.x or better
- Optional:
  - Microstation 95
  - CogoWorks 7.01
  - Geomedia Pro 4.0 or better (Converting to Arc GIS in the future)
  - Acrobat 5.0
  - Front Page 2002
  - MGE Basic Nucleus v6.0
  - Microsoft Visual Basic 6.0
- Proprietary:
  - Oyster Lease Data (runs in Microstation 95)
  - Lease Rental (standalone)

General Receipt (standalone)  
Oyster Application (runs inside of Geomedia)  
Lease Rental Notice Generator (Access application)  
Receipt Report Generator (Access applicaton)

Enterprise Imaging System:  
Onbase 6.4.0  
MS SQL 2000

LAN Printer Hardware:  
Hewlet-Packard LaserJets, DeskJets  
Epson Stylus Pro 10000

If further technical information is needed, contact Clarence Meyers at (504) 284-5272.

## ATTACHMENT VI

### OYSTER LEASE SURVEY SECTION HISTORICAL DOCUMENTS

#### ---- LEASES ----

**The oldest and most fragile:** 1-14,000 containing at least two 8.5 x 14 duplex – lease document and application document, one 5.5 x 8.5 initial rental notice and one 12 x 18 onion skin plat. May contain other legal documents and restake applications, all are bank pinned together.

Document will need to be added to the database as well as adding fisherman's address account.

**Inactive old semi fragile:** 14,000 -26,000 containing at least two 8.5 x 14 duplex – lease document and application document, one 5.5 x 8.5 initial rental notice. 14,000 – 19,000 have 12 x 18 onion skin plat, the others will have blue line copies not needing to be scanned. May contain other legal documents and restake applications, all are bank pinned together.

Lease 20,000 – 26,000 are already in the database, lease 14,001 – 19,999 will need to be added to the database as well as adding fisherman's address account.

**Newest and active:** 26,000 – Present containing at least two 8.5 x 14 duplex – lease document and application document, one 5.5 x 8.5 initial rental notice. 6900 will have a two page duplex lease document. May contain other legal documents and restake applications, all are in file folder.

All are in the Oracle database and will not have to be entered.

Total leases number approximately 43,000 . Basic leases consist of four documents and if transfers, successions, etc., are involved then it may contain as many as 30 documents.

#### ---- APPLICATIONS ----

**Active surveyed:** One file draw divided by thirds, applications are quarter folded 8.5 x 14 duplex. In the draw by alpha / numeric by application number.

**Active not surveyed:** One file draw divided by thirds, applications are quarter folded 8.5 x 14 duplex. Applications are filed by quad order.

**Inactive canceled:** Approximately one file draw in file folders, applications are 8.5 x 14 duplex with other documents attached.

#### ---- TRANSFER CERTIFICATES ----

Approximately one file draw of 8.5 x 11 single sided parchment paper.

---- **PLATS** ----

**Current plats:** There are two large format file cabinets; plats are 12 x 18 or 11 x 17.

**Replaced plats:** There is two cardboard legal file draws; plats are 12 x 18 or 11 x 17.

---- **FIELD BOOKS** ----

**Bound:** About 50 small field books.

**Small Binder:** About 150 small 3 ring binders with approximately 250 pages.

**Large Binder:** About 150 large 8.5 x 11 3 ring binders with approximately 250 pages.

---- **APPLICATION BOOKS** ----

**Large format:** 4-5 bound books 20 x 30 open faced.

---- **QUAD MAPS** ----

**7.5 Vellum Maps:** About 130 24 x 36

---- SCANNED DOCUMENT NAMING SCHEMA ----

**1.1.2. Lease document – (L-#####.tif) will be 2-4 images legal , database link will be lease number and application number.**

**Initial Rental notice – (L-#####.tif) will be 1 image 5.5x8.5, database links will be application number and or lease number.**

**Application document – (A-#####.tif) will be 2 images legal, database link will be application number.**

**Plat document – (L-#####.tif) will be 1-12 images of 11x17 or 12x18, database link will be application number and or lease number.**

**Transfer document – (T-#####.tif) will be 1-12 images legal, database link will be lease number there may be several leases tied to one transfer and there may be several transfers tied to one lease.**

**Transfer certificate document – (C-#####.tif) will be 1 image 8.5x11, database link will be certificate number.**

**Other documents – (L-#####.tif) may be 1 to many, document can be (cancellation, stipulation, court orders, memorandums), database link will be lease number.**

---- SCANNED DOCUMENT DATABASE SCHEMA ----

**Lease document fields – lease number, application number**

**Application document fields – application number, application date, lease number**

**Initial rental fields – application number, initial rental date, lease number**

**Plat fields – application number, lease number**

**Transfer documents fields – certificate number, transfer date, lease number (one per lease)**

**Transfer certificate document fields – certificate number, transfer date, lease number (one per lease)**

**Other documents fields – lease number**