

JOHN BEL EDWARDS  
GOVERNOR



CHUCK CARR BROWN, PH.D.  
SECRETARY

# State of Louisiana

DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF MANAGEMENT AND FINANCE

JUN 21 2017

Mr. Glen Hilford  
Access Sciences Corporation  
1900 West Loop South, Suite 250  
Houston, TX 77027

RE: LaGov No. 2000253197  
"Records Management and Document Imaging Support"

Dear Mr. Hilford:

Enclosed for your records is a fully executed copy of the contract pertaining to the above referenced project which has been approved by the Division of Administration, Office of State Procurement. The Department is waiving the requirement to hold a commencement conference/conference call. This is your notice to proceed with performing the services under this contract. Services performed under this contract should begin on July 1, 2017.

The Department's Project Manager assigned to this contract is Jason Hanchey.

Please note that no authority exists for payments which exceed the approved maximum contract amount or for work to be performed after the expiration date of the contract except through written amendment prior to the expiration date. Anticipated cost overruns or the need for additional time to complete the project must be reported to the Department's Project Manager. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement prior to the expiration date of the contract.

Should you have any questions, please do not hesitate to contact me at (225) 219-3812.

Sincerely,

  
Sharon Schexnayder  
Administrative Program Director

/ss

Enclosure

c: Jason Hanchey, DEQ/OMF/EXEC  
Alex Arnold, DEQ/OMF/Financial Services Division  
Fran Falke, DEQ/OMF/Financial Services Division

## CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this 25<sup>th</sup> day of May, 2017, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Access Sciences Corporation, 1900 West Loop South, Suite 250, Houston, TX 77027, Tax ID No. 74-2429280 hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as **“Records Management and Document Imaging Support”** with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from July 1, 2017 through June 30, 2020. With all proper approvals and concurrence with the successful Contractor, the Department 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. 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.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth Attachment 4, Contractor’s Proposal and Attachment 1, Statement of Work attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of State Procurement and participation in a Commencement Conference to be scheduled by the Department at its offices.



5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$3,919,856.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices I and II. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices I and II. Payment shall be made upon completion and approval of each month's records management support services as determined by the Department's Project Manager and completion of each work order issued, accepted and approved by the Department's Project Manager.

The rates for each line in Attachment 2, Schedule of Prices I and II shall include all associated direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated

with each line item and profit.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work 9.0 Measurement and Payment in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice monthly for work performed during the preceding month, within ten (10) working days of the end of that month and upon completion of each work order. However, for any services completed by June 30<sup>th</sup>, the Contractor shall submit the invoice to the Department by July 10<sup>th</sup>.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality  
Financial Services Division  
Accounts Payable  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

or submit electronically to [DEQAccountsPayable@la.gov](mailto:DEQAccountsPayable@la.gov)

Each invoice must include:

- (a) the LaGov number;
- (b) the name and address of the Contractor;
- (c) Facilities Management Monthly Task Items Performed;
- (d) the total amount requested; and
- (e) the balance remaining in the contract.

Invoices requesting payment for work orders, which can be included on invoices for monthly tasks, shall include:

- (f) a list of the Work Orders completed by Work Order number and the Work Order title; and
  - (g) the amount requested per Work Order.
- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.



Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Management and Finance/Records Management Division.

6. 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 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 are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

10. NONASSIGNABILITY

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

11. AUDIT OF RECORDS

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

12. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

13. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department 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 Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the



Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

14. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

15. REMEDIES FOR DEFAULT

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

16. ANTIDISCRIMINATION

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

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

17. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

18. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any

services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

19. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

20. SUCCESSORS AND ASSIGNS

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

21. CLAIMS FOR LIENS

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

22. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

23. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

24. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company officially certifies that there is



no conflict or violation of the Louisiana Code of Ethics.

25. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

26. 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.

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.

(4) **Professional Liability**

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 per claim. 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 this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. 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) The Department, 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 Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Department 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 the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.



(3) All Coverages

- (b) All policies must be endorsed to require 30 days written notice of cancellation to the Department. 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 Department of policy cancellations or reductions in limits.
- (c) The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department 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 the Department, 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 the Department 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 Department 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  
Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303  
Attn: LaGov No. 2000253197

- (3) In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision for each insurance policy. The Department 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 the Department, 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. The Department 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 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 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, and 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.

27. **SUBCONTRACTORS**

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to <http://smallbiz.louisianaeconomicdevelopment.com> and select the appropriate program.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

28. **SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

29. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

30. AMENDMENTS

All changes to the contract price or term shall require an amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

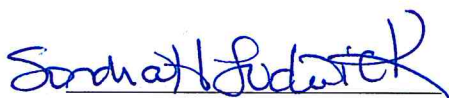


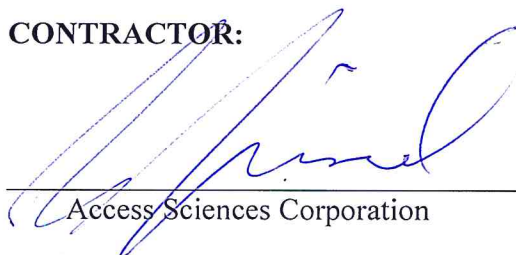


Karyn Andrews  
Undersecretary  
Office of Management and Finance

**WITNESS:**

**CONTRACTOR:**





Access Sciences Corporation

## **ATTACHMENT 1 STATEMENT OF WORK**

### **“Records Management and Document Imaging Support” Louisiana Department of Environmental Quality**

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#### **1.0 INTRODUCTION**

The mission of the Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, is to provide service to the people of Louisiana through comprehensive environmental protection in order to promote and protect health, safety and welfare while considering sound policies regarding employment and economic development. The Records Management section supports the Department by providing for the continued access, security, and integrity of agency records in accordance with the law. The Department meets or exceeds the requirements outlined in the *Louisiana Public Records Act*, and is committed to the continuous analysis and improvement of its records management program. In order to maintain and further develop its records management program the Department requires contractor services for ongoing support. Focus areas include: compliance with federal and state law and applicable standards; active and inactive records management; policy development; training; technology support; and scanning / imaging operations. The Contractor shall provide the personnel to assist the Department’s Records Management staff, and shall provide sufficient training to enable selected staff to assume the Contractor’s responsibilities.

#### **1.1 Goals and Objectives**

The goal of this contract is to provide compliance with federal and state law and applicable standards. The objectives to be achieved through this contract in order to attain this goal include:

- (1) active and inactive records management;
- (2) policy development;
- (3) training;
- (4) technology support; and
- (5) scanning / imaging support.

#### **2.0 BACKGROUND**

In 1998, the Department began a project to gain control of agency documents by implementing an ambitious backfile scanning project. Early efforts focused on managing file rooms and scanning their contents into an electronic system. The Electronic Document Management System (EDMS) currently uses OnBase software to manage an Oracle database containing the Department’s Agency Interest (AI) files. The OnBase system is integrated with the agency’s primary databases including TEMPO (Tools for Environmental Management and Protection



Organizations), the central component of the Integrated Data Management System (IDMS). The AI files contain environmental documentation and data regarding facilities, people, and organizations that are of regulatory interest to the Department. The EDMS System is also interfaced to various other systems within the Department such as the Department's Emissions Inventory System (ERIC) and Discharge Monitoring Report System (EPA's NetDMR), etc. There also is a component that allows for uploading of any document electronically from agency internal users via the Department's eDOCS system. It is likely that eDOCS usage will continue to increase within the Department. In addition, eDOCS is expected to expand as a result of increased usage of the Department's online permitting tools for industry.

As the initial project progressed, the Department realized that issues beyond document management must also be addressed. In 2000, the Department began to focus on the broader issues of records management. Additional focus was placed on access to public records and inactive records management. The Department has spent considerable effort developing policy and procedure, updating records retention schedules, and training. The Department's Customer Service Center function was added to the records management organization structure in 2005 as Records Management became an integrated part of the Department's Information Services Division. In 2012, the Department began using the OnBase software to manage Financial Services documents, which are not available to the public through the EDMS.

### **3.0 CONTRACTOR TASKS**

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, professional development, and transportation) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by the Department (Section 7.0). Although the functions of the Customer Service Center are staffed by the Department's employees, the Contractor's personnel will be trained to provide support for the entire Records Management Unit, in the event that a need arises. A Functional Organization Chart is included as Exhibit A.

#### **3.1 Commencement Conference or Conference Call**

A Commencement Conference shall be held between the Contractor's key personnel and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5<sup>th</sup> Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department reserves the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work may be performed by the Contractor until the Commencement Conference has been completed or waived.

## **3.2 Facilities Management**

The Facilities Management requirements include, but are not limited to, everything in sections 3.2.1 through 3.2.8. The Contractor shall provide all of the resources, supplies, and personnel capable of managing these functions, unless otherwise stated below.

### **3.2.1 Manage Records in Compliance with Laws and Standards**

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

### **3.2.2 Utilization of Appropriate Technology**

The Contractor shall coordinate the appropriate use of technology for the Records Management Unit. The Contractor shall be sufficiently proficient with the records management software owned by the Department (such as OnBase, Kofax, etc.) and provide consultation and technical support services on its optimal utilization. Additionally, the Contractor shall be familiar with software utilized by the Records Management Unit (such as Hyland OnBase, Kofax Capture, Microsoft Office, Adobe Acrobat Professional, Microsoft Visual Studio, C#, VB (6 and .NET), O2 Solutions PDF4NET, Winnovative HTML to PDF Converter, and Daeja ViewOne), perform programming, consultation, configuration services, and propose alternative solutions compatible with the goals and technology environment of the Department.

The Contractor's technical responsibilities for the Records Management Unit include, but are not limited to:

- (1) developing an understanding of the Department's Records Management system architecture, including the EDMS and Imaging Operations, and interfaces to other systems, e.g., TEMPO, ERIC, eDOCs, NetDMR, EQuIS, Online Permits systems, etc.;
- (2) following the Department IT processes and procedures for software development, testing, deployment, and documentation;
- (3) interfacing with the Department staff and contractors to define program/application requirements;
- (4) developing new program applications and using the tools of the EDMS system and Imaging Operations to develop new functionality as directed by the Department's Project Manager;
- (5) deploying, configuring, and integrating new software products, as directed by the Department's Project Manager;
- (6) using OnBase product APIs and other resources to develop programs that interact with EDMS and with other Department systems;
- (7) providing knowledge transfer and full documentation to the Department;
- (8) designing and maintaining Oracle databases for Web-based applications;



- (9) performing system-wide legacy data conversion as necessary; and
- (10) developing e-mail management tools in order to manage the Department's e-mail records.

Typical activities may include, but are not limited to:

- (11) performing operational and maintenance tasks on Records Management systems and supporting tools;
- (12) serving as technical support for Records Management software; and
- (13) consultation services such as:
  - a. coordination with OnBase support personnel; and
  - b. coordination with the Department's Information Technology Staff and OnBase representatives during any system upgrades and planned/unplanned system outages.

Typical programming projects include, but are not limited to:

- (14) electronic document submittal to the EDMS. This project allows members of the Department and users outside of the Department to submit digital documents to EDMS without printing to paper;
- (15) application development for updating and tracking submittal forms and facilitating bulk submittals;
- (16) application development to support the Department's digital signature processes;
- (17) development of document search tools;
- (18) improvements in managing the topic file material within the present structure of the EDMS;
- (19) developing applications for e-mail records management and discovery;
- (20) developing OnBase and other applications for managing records that are not made public through the EDMS; and
- (21) assist and cooperate in providing a smooth transition and knowledge transfer to another contractor should someone else be selected at the end of this contract.

### **3.2.3 Active Records**

The Contractor shall coordinate all aspects of the active records function. The Contractor shall provide personnel capable of managing this function, performing document searches required for fulfillment of the Department's Public Records Requests and providing customer service to internal and external customers. Typical activities may include, but are not limited to:

- (1) providing research assistance in the area of Records Management policy. Research topics include evolving issues surrounding public records versus confidential, private, or security sensitive records, and other related subjects;
- (2) implementing best practices to ensure the accuracy of metadata and protection of confidential, private, or security sensitive records or information;
- (3) coordinating all Public Records Requests and performing the day-to-day tasks involved with responding to requests in accordance with the Louisiana Public Records Act. The Contractor shall coordinate with the Department legal staff and

divisional subject matter experts to fulfill public records requests in accordance with state law. The Department receives approximately one thousand three hundred (1300) public records requests per year;

- (4) operating the Department's Public Records Center where visitors access computer workstations configured to search the Electronic Document Management System (EDMS). Contractor personnel shall provide personalized help with searching for records and/or completing public records requests and accepting payment for copies. Contractor personnel shall be available to provide Public Records Center services Monday through Friday, 8:00 a.m. to 4:30 p.m. The Public Records Center serves approximately ten (10) visitors per month. The Department will provide supplies associated with the dissemination for public records (i.e., CDs);
- (5) operating the Topic File Collection. Topic files are documents not associated with a particular facility. Documents include but are not limited to: Federal, State, Parish, and Municipal documents, reports from consultants and nonprofit agencies, University studies, and correspondence from companies. The Contractor shall pursue options for increasing awareness of and access to this collection. Some of the topic file materials have been imaged, while other materials exist only in hardcopy. The Contractor shall work with the Department's Project Manager and other staff to determine which additional files to image. The Contractor shall ensure that imaged documents are accessible through the EDMS, OnBase, or other software;
- (6) providing research assistance, and policy development and implementation in the area of e-mail records management; and
- (7) provide transportation as needed for active records and/or personnel between the facilities listed on Exhibit B, Records Storage Locations.

The Department will provide supplies associated with storage of active records (i.e., binder clips, folders, boxes).

#### **3.2.4 Inactive Records**

The Contractor shall coordinate all aspects of the inactive records function. The Contractor shall provide personnel capable of managing this function, developing and implementing retention policies, and working with staff from other state agencies as well as service providers. Typical activities may include, but are not limited to:

- (1) providing research assistance in the area of Records Management policy. Research topics include records retention and destruction schedules, electronic record keeping, e-mail, and other related subjects;
- (2) developing and implementing retention schedules for all Department records, regardless of format;



- (3) determining an acceptable approach for applying retention and disposal schedules to all Department records, regardless of format;
- (4) educating Department staff on retention policies;
- (5) advising on storage formats and locations, and disposition options, that meet requirements in a cost efficient manner. For example, performing research and cost analysis of various storage and disposition options or developing media migration plans;
- (6) maintaining inventories of inactive records, both onsite and offsite, and ensuring adequate access to records;
- (7) coordinating storage and special projects with service providers;
- (8) facilitating disposal of records that have reached their retention period; and
- (9) provide transportation as needed for inactive records and/or personnel between the facilities listed on Exhibit B, Records Storage Locations.

The Department will provide supplies associated with storage and disposal of inactive records (i.e., binder clips, folders, boxes).

### **3.2.5 Policy, Communications, and Training**

The Contractor shall coordinate activities related to policy, communications, and training. The Contractor shall provide personnel capable of managing this function, developing and auditing policy, developing and conducting Records Management training, and improving internal and external communications between the Records Management Unit and its customers. Typical activities may include, but are not limited to:

- (1) assisting with the development of Records Management policy and procedures. The Contractor shall coordinate with Department subject matter experts and others to gather information necessary for the formulation of policy and procedure statements. This responsibility includes undertaking research and writing activities involved in the development of new and existing policies and procedures. Policy and procedure documents will be developed in close conjunction with the Department's Project Manager and submitted to appropriate Department staff for final approval;
- (2) developing implementation plans and training materials for Records Management policy and procedures. The Contractor shall conduct training for the Department staff and the Department's customers as needed;
- (3) auditing to determine compliance with approved policy and procedures. The Contractor shall provide written audit reports containing suggested corrective action to be taken; and

- (4) improving communications between Records Management and internal and external customers. For example, internal communication may involve updating Intranet pages, forms and flyers, while external communication may involve Internet pages design, writing articles for the Department information outlets and developing PowerPoint presentations.

Contractor travel to regional offices for communications and training may be required per records management event or negotiated intervals.

### **3.2.6 Imaging Operations**

The Contractor shall coordinate all aspects of the Imaging Operations function. The Contractor will provide Project Management support over Imaging Operations using on-site personnel, as well as the skilled personnel to accomplish the tasks listed below. In addition, the Contractor will provide sufficient training to enable selected staff to assume the Contractor's responsibilities in a smooth transition when its contract ends.

Typical Imaging Activities may include, but are not limited to:

- (1) preparing document for scanning;
- (2) converting all paper documents to TIFF Group 4, including oversized documents (greater than 11"X 17");
- (3) processing non-paper media;
- (4) inputting indexing data;
- (5) retrieving indexing data from bar-coded Submittal Sheets;
- (6) performing quality control and quality assurance on images and indexed data;
- (7) importing compatible file format images into OnBase and making viewable with the EDMS Viewer;
- (8) de-prepping documents and forwarding to the Inactive Records Center;
- (9) converting electronic documents;
- (10) converting documents for one time import; and
- (11) using and maintaining the necessary imaging applications for scanning, indexing, quality assurance/control, importation into OnBase.

#### **3.2.6.1 Turnaround Time**

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

### **3.2.6.2 Hardware and Software**

The Department will provide all necessary hardware (i.e. scanners, desktops, and servers) and software licenses for Imaging Services.

### **3.2.6.3 Quality Control and Timeliness Assurance**

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

The Contractor shall keep track of the date a document was received and have its method approved by the Department. If it is determined that time between day forward document receipt and image committal to the EDMS is averaging more than two business days/month, the Contractor will work with the Department's Project Manager to correct the problem.

### **3.2.7 Imaging Technical Support**

The Contractor shall coordinate all aspects of the Imaging Technical Support Function. This function shall include all activities and resources required to provide Imaging Technical Support services, including technical programming. The Contractor will provide technical support, including technical programming, over Imaging Services using onsite personnel.

### **3.2.8 Project Management Work Plan**

Within 21 calendar days following the initial award of contract, the Contractor shall submit a Project Management Work Plan including:

- (1) the final methodology for performing all tasks required under this contract as indicated in SOW this Section 3.0;
- (2) a project schedule including the estimated time to complete each aspect of the project; and
- (3) a schedule of project milestones.



The Project Management Work Plan shall be based upon the Contractor's proposal as accepted by the Department and shall be subject to the Department review and approval. The Contractor shall update and maintain the Project Management Work Plan. Monthly updates shall be submitted to the Department with each Progress Report. Each project milestone will require sign-off by the Department's Project Manager as completed. Any delays in completion of project milestones and the impact on the project will be reviewed by and resolved with the Department's Project Manager. The Department's Project Manager will be available for meetings at Department Headquarters or via remote conference after the initial award of contract.

### **3.3 Other Activities**

Due to the integrated relationship of the Document Management System and the other components of the IDMS, the Contractor shall coordinate with the Department and other IDMS Contractors, as necessary, to ensure a consistent interface.

The Department's Project Manager may require performance of specific additional tasks if it is determined to be necessary for successful completion of the project. Any additional tasks will be issued as a Work Order as outlined in Section 6.2, Operation of the Contract.

### **4.0 PROJECT SCHEDULE**

The project schedule shall be determined by the Department and the Contractor and shall be in accordance with the approved Project Management Work Plan.

### **5.0 PROJECT PERSONNEL, DESIRED QUALIFICATIONS AND RESPONSIBILITIES**

The Contractor shall provide adequate assigned on-site staff to accomplish the required tasks within the timeframe specified. The Department anticipates that the functions described in the Statement of Work may be shared by combinations of project personnel (dual assignments). Additionally, the Contractor may use subject matter experts and senior consultants on-site or off-site, as needed, to accomplish project goals. Education and experience requirements shall include, but are not limited to:

Project Personnel	Responsibilities	Desired Qualifications
<b>Key Project Personnel</b>		
***Resumes must be provided for <b>all</b> key project personnel. ***		
Project Manager	management of the project and compliance, assignment of staff, project management work plan and report preparation, contract administration, preparation of work order responses and other tasks as assigned	should have a bachelor's degree and three (3) years' experience project management experience in a setting comparable to the Department operations; working knowledge of issues and technologies for records management; and experience and qualifications in records management, document imaging and process workflow to support the Department's requirements.
Professional staff (Records Supervisor(s) and Records Analysts)	Coordination and preparation of records management compliance, policy coordination and development, training and fulfilling public records requests	should have a bachelor's degree plus three (3) years' experience or further education in records management, information science, and/or library science.
Programmer / Consultant(s)	Records management and imaging technology development, support and maintenance	should have bachelor's degree plus three (3) years relevant experience, experience with OnBase systems, with an emphasis on Image services and Content Services; experience programming using Microsoft.net, Visual Basic, 6 and .NET, ASP.NET, and C#; knowledge of ASP scripting, COM object development, GUI interface design, and SQL; experience with application development using Oracle databases; familiarity with Windows operating system and client configurations; familiarity with web-based applications and current Internet technologies; and a basic understanding of document and records management concepts.
Records/ Imaging Technician	Imaging operations	shall have a high school diploma or HiSET (High School Equivalency Test) plus three years' experience working with records in an active file room, inactive records center, document imaging center, or electronic document management system.
<b>Other Project Personnel</b>		
<b>Project Personnel</b>	<b>Responsibilities</b>	
Quality Assurance Managers	Ensure proper project management and Department satisfaction	

<b>Other Project Personnel</b>	
<b>Project Personnel</b>	<b>Responsibilities</b>
Subject Matter Experts/Senior Consultants	<p>Current employee or subcontract Experts to be on call shall collectively include but are not limited to: Certified Records Manager, Certified Document Imaging Architect, Master of Library, and/or Information Science, experience with OnBase, other subject matter experts</p> <p>These experts shall be on call as needed to address specific needs.</p>

**6.0 PROJECT MANAGEMENT**

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

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

- (1) supervision of the Contractor’s personnel;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to the contract;
  - (c) resolving disputes between the Contractor and Department; and
  - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) working with the Department to propose and implement changes to Contractor functions that will optimize resources and bring about cost savings for the State of Louisiana;
- (4) scheduling meetings and training sessions;
- (5) record-keeping;
- (6) preparation and submission of submittals and deliverables, including but not limited to the following:
  - (a) Project Management Work Plan (Section 3.2.8 of this SOW);
  - (b) Monthly Progress Reporting; and



- (7) assignment of a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. The Department reserves the right to approve the person assigned as Project Manager.

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

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

- (a) performance of day to day project management using the best management practices for all tasks and activities necessary to complete the statement of work;
- (b) development and implementation, with Department approval, of procedures for Issue Control to monitor the identification and resolution of key project issues and problems; and
- (c) coordination with the Department and other IDMS Contractors, if necessary, to ensure a consistent interface due to the integrated relationship of the Document Management System.

## **6.1 Progress Reporting**

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

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

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

## **6.2 Operation of the Contract**

If requested and approved by the Department, some activities under this contract could be initiated as additional work to monitor contract activities and to ensure accountability for records management services that do not fall under services specifically outlined in this Statement of Work. SOW Section 3.3 Other Activities work shall be assigned to the Contractor by the Department through Work Orders issued according to the following procedure:

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

### **6.3 Deliverables**

The Contractor shall prepare and submit the following written deliverables to the Department within the time specified:

- Project Management Work Plan (Section 3.2.8)
- Monthly Progress Reports (Section 6.1)

One (1) reproducible original of the report should be sent to the attention of the Department's Project Manager. The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

### **7.0 DEPARTMENT RESPONSIBILITIES**

As part of its responsibilities under the contract, the Department shall:

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide the Department materials (badges, documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) provide the use of cubicles and work stations as needed for the Contractor's work and conference rooms throughout the building, available by reservation;
- (4) provide all necessary hardware (i.e. scanners, desktops, and servers) and purchase the necessary software licenses for Imaging Services;
- (5) provide supplies associated with storage and disposal of active and inactive records (i.e., binder clips, folders, boxes);
- (6) issue work order requests as needed;
- (7) review, negotiate and accept or reject Contractor's response to Work Orders (including cost estimates) as needed; and
- (8) review, require revision as necessary, and accept deliverables and submittals.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

## **8.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

The Department's Project Manager will monitor the progress of the Contractor during the contract by:

- (1) monitoring the Contractor's work through telephone communications, meetings, and review of Monthly Progress Reports;
- (2) meeting with the Contractor as necessary to provide guidance or answer questions;
- (3) ensuring that the deliverables are submitted within the time frame set forth in the contract; and
- (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals.

The Department's Project Manager will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals and by performance of audits as discussed in SOW Section 3.2.6.3 Quality Control and Timeliness Assurance.

## **9.0 MEASUREMENT AND PAYMENT**

The Contractor shall be compensated for the tasks required in this Statement of Work and approved work orders according to the rates specified in Attachment 2, Schedule of Prices I and II. Payment may be requested by the Contractor upon successful completion of each task and acceptance of the task deliverable by the Department. Progress payments for work orders may be made at the discretion of the Department's Project Manager as individual tasks are completed.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

### **9.1 Commencement Conference or Conference Call**

The Commencement Conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference (approximately two (2) hours) to be held at the Department's Headquarters in Baton Rouge or held via conference call at the discretion of the Department. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices I. Attendance of the Project Manager is mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice.

If the conference is waived, then the Department will not be charged.



## **9.2 Facilities Management**

The Facilities Management payment items (Line Items 3-10 of the Schedule of Prices I) shall include but is not limited to, all of the activities and resources described in its corresponding Section (3.2.1 through 3.2.8) in this Statement of Work. Payment shall be made at the monthly rate stated in Attachment 2, Schedule of Prices I.

The Contractor shall be paid for Facilities Management payment items only for those months (or parts of months) within the contract term.

## **9.3 Work Orders**

The Work Order payment items shall include all activities and resources for the performance of tasks described in individual work orders. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in Attachment 2, Schedule of Prices II.

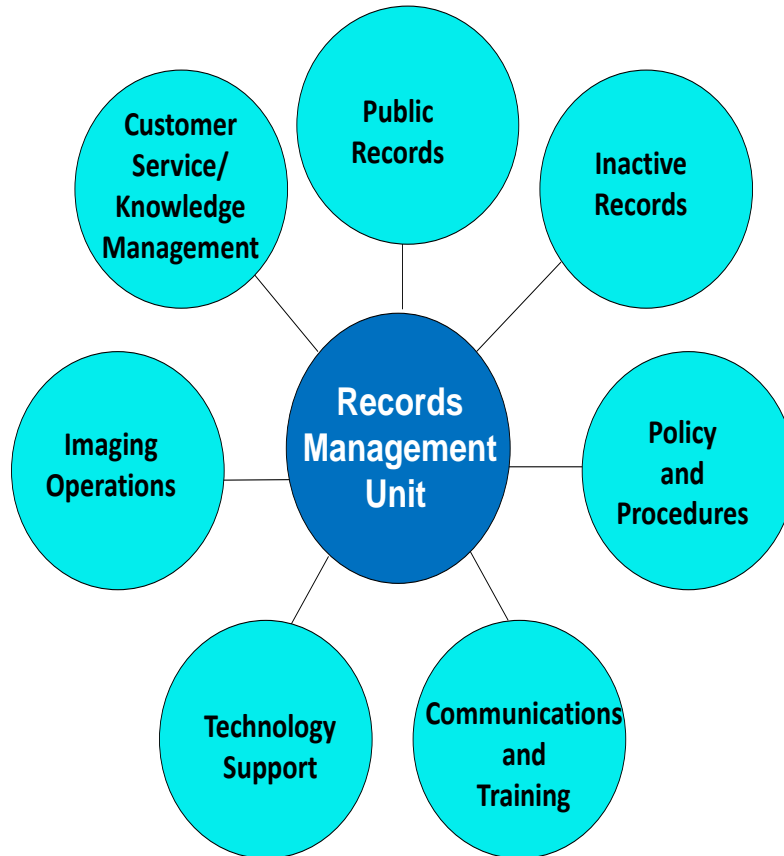
The Department does not guarantee performance of the additional work. If, during the course of the work, the Contractor discovers that the original work order cost estimate may be exceeded before the work is completed, the Contractor shall notify the Department immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional hours and a revised Work Order cost estimate. The Department shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

The Department reserves the right to terminate Work Orders or to delete from an existing Work Order any of the assigned tasks. The Department will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

**EXHIBIT A**

**“Records Management and Document Imaging Support”  
Louisiana Department of Environmental Quality**

**Functional Organization Chart**



**EXHIBIT B**  
**Records Storage Locations**

**“Records Management and Document Imaging Support”**  
**Louisiana Department of Environmental Quality**

The Contractor must provide personnel and means of transport to pick up records at Department Headquarters and all of the Department Regional Offices, or other designated locations, as directed.

Physical addresses of all known locations are provided below.

Acadiana Regional Office 111 New Center Drive Lafayette, LA 70508	Bayou Lafourche Regional Office 110 Barataria St. Lockport, LA 70374
Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO)) 602 N. Fifth St. Baton Rouge, LA 70802	Kisatchie Central Regional Office 2129 Rainbow Drive, Bldg. 31 Pineville, LA 71360
Northeast Regional Office 508 Downing Pines Road West Monroe, LA 71292	Northwest Regional Office 1525 Fairfield, Room 520 Shreveport, LA 71101-4388
Southeast Regional Office 201 Evans Road, Bldg 4, Suite 420 New Orleans, LA 70123-5230	Southwest Regional Office 1301 Gadwall Street Lake Charles, LA 70615
LDEQ Warehouse 1824 Commercial Drive Port Allen, LA 70767	Department of Agriculture and Forestry 5825 Florida Blvd. Baton Rouge, LA 70806
Louisiana State Archives 3851 Essen Lane Baton Rouge, LA 70809	

**ATTACHMENT 2  
SCHEDULE OF PRICES I**

**“Records Management and Document Imaging Support”  
Louisiana Department of Environmental Quality**



Access Sciences Corporation  
1900 West Loop South, Suite 250  
Houston, TX 77027

voice 713.664.4357  
toll-free 800.242.2005  
fax 713.664.4825  
www.AccessSciences.com

**Access Sciences Corporation’s Best and Final Offer for RFP 3000007084 - Records Management and Document Imaging Support**

Line Item No.	Pay Item Description	Payment Unit	No. of Units <sup>2</sup>	Unit Rate <sup>1</sup>	Line Total
1	Commencement Conference	Lump Sum	1	\$ -	\$ -
2	Commencement Conference Call	Lump Sum	1	\$ -	\$ -
	Facilities Management (Line Items 3, 4, 5, 6, 7, 8, 9, 10)				
3	Manage Records in Compliance with Laws and Standards	Monthly	36	\$ 14,400.00	\$ 518,400.00
4	Utilization of Appropriate Technology	Monthly	36	\$ 19,152.00	\$ 689,472.00
5	Active Records	Monthly	36	\$ 11,399.20	\$ 410,371.20
6	Inactive Records	Monthly	36	\$ 11,399.20	\$ 410,371.20
7	Policy Communication, and Training	Monthly	36	\$ 9,184.00	\$ 330,624.00
8	Imaging Operations	Monthly	36	\$ 19,019.20	\$ 684,691.20
9	Imaging Technical Support	Monthly	36	\$ 10,102.40	\$ 363,686.40
10	Project Management Work Plan	Monthly	36	\$ 13,673.33	\$ 492,240.00
Total Price					\$ 3,899,856.00

**\*ALL BLANKS MUST BE COMPLETED**

<sup>1</sup>Rates shall include all direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associates with each line and profit.

<sup>2</sup>The Department does not guarantee that a maximum number of units (i.e., number of units listed in table above) will be performed. The Department will pay the Contractor only for the actual work performed.

If you have any questions or if you need any additional information, please call me at your convenience.

Yours truly,

Glen Hilford  
Senior Managing Director

Office: 713-554-7546 | Mobile: 281-740-2284



## ATTACHMENT 2



### SCHEDULE OF PRICES II

**"Records Management Support"**  
**Louisiana Department of Environmental Quality**

Labor Category	Hourly Rate <sup>1 2</sup>
Records/Imaging Technician	\$ 50.00
Professional Staff (Records Supervisor(s) and Records Analysts)	\$ 130.53
Programmer/Consultant(s)	\$ 167.67
Project Manager	\$ 215.00
Subject matter experts and/or Senior Consultants	\$ 199.51

**\*ALL BLANKS MUST BE COMPLETED**

<sup>1</sup> Rates shall include all direct costs (labor, supplies not associated with storage, disposal, or dissemination of active or inactive records, equipment not supplied by the Department, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

<sup>2</sup> Each labor category's hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.

Hourly rates provided in Schedule of Prices II shall only be used for additional work as issued by written Work Orders by the Department's Project Manager.

**ATTACHMENT 3**

**Form A**

**MONITORING REPORT**

Date: \_\_\_\_\_

LaGov No. 2000253197

Contractor: \_\_\_\_\_

Project Title: **“Records Management and Document Imaging Support”**

Invoice No.: \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$\_\_\_\_\_ Balance: \$\_\_\_\_\_

Reporting Period: \_\_\_\_\_

Total Invoiced to Date: \$\_\_\_\_\_

I. **WORK COMPLETED TO DATE:**

A. **Hourly** (include services performed and number of hours worked).

B. **Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

II. **FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

A. **Tasks and/or milestones accomplished** (give dates)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Tasks and/or milestones not accomplished with explanation of assessment of:**

1. Nature of problems encountered:

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2. Remedial action taken or planned:

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

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4. Likely impact upon achievement:

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**III. DELIVERABLES**

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**IV. OTHER DISCUSSION OF SPECIAL NOTE**

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Contractor \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Approval \_\_\_\_\_ Date \_\_\_\_\_  
Department Project Manager

**ATTACHMENT 3  
FORM B  
LDEQ WORK ORDER**

Department LaGov No.: 2000253197 Contractor: \_\_\_\_\_

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

Work Order Number: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Site Name or Name of Program \_\_\_\_\_

Description of Required Tasks (attach pages as necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deliverables/Submittals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Deliverables Due Date: \_\_\_\_\_

Work Order Completion Date (Include time for review and revision of deliverables as necessary): \_\_\_\_\_

Technical Contact: \_\_\_\_\_  
Name Division Tel. number

**PROJECT MANAGER AUTHORIZATION:**

\_\_\_\_\_  
Date

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**APPROVAL OF COMPLETED WORK ORDER:**

\_\_\_\_\_  
Technical Contact (initial)

\_\_\_\_\_  
Date Approved