

REQUEST FOR QUALIFICATIONS



FOR

**AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS
SOFTWARE SYSTEM**

Solicitation No.: 2023-26-4150

RFQ OPENING DATE: 10-23-23 @ 2:00 p.m. CST

CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE
OFFICE OF THE MAYOR-PRESIDENT
DIVISION OF PURCHASING

KEY REMINDERS TO PROSPECTIVE PROPOSERS

1. Read the solicitation in its entirety.
2. Contact the designated purchasing official only.
3. Take advantage of the question and answer period.
4. Provide complete answers and descriptions.
5. Review the RFQ and your proposal before submitting.
6. Submit your proposal on time, before the deadline.
7. Retain the complete set of specifications and contract documents for your files.

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City of Baton Rouge, Parish of East Baton Rouge, Louisiana
Request for Qualifications No. 2023-26-4150
AUDIT MANAGEMENT AND
ELECTRONIC WORKING
PAPERS SOFTWARE SYSTEM

1. Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain competitive qualifications as allowed by City-Parish governing statutes, ordinances, resolutions and policies from qualified Proposers who are interested and able to provide reliable software technology and knowledgeable personnel to manage, automate, and support the software, as well as all related facets identified in the Scope of Work for the Revenue Auditing and Internal Auditing Divisions of the City-Parish.

The Revenue Auditing and Internal Auditing Divisions of the City-Parish are seeking a technology solution to replace their current outdated software and manual, paper-driven processes for audit planning, audit assignment and scheduling, audit execution, audit working papers, time and budget management, audit reporting, audit database management, taxpayer communications, audit review, and all other administrative and performance related reporting needs.

2. General Instructions

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Copies of the Request for Qualifications and Official Bid Documents may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<https://www.centralauctionhouse.com>) or by email request to: 264150Audmangelepss@brla.gov.

Copies of the solicitation and related information are available from the City-Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment **NOTE: This RFQ is not available to submit online via Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the bid.**

In that LaPAC and Central Bidding provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC and Central Bidding the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

******RFQ Submittal******

*All qualifications shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Bids shall be accepted **only** on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City-Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete bids, including non-acknowledgement of issued addenda or the use of substitute forms or documents, will subject the bid to rejection on non-responsiveness grounds.

Important - - Clearly identify submission with the following information and format:

Proposal Name: Audit Management & Electronic Working Papers Software System

Solicitation No.: 2023-26-4150

RFQ Opening Date & Time: October 23, 2023 at 2:00 PM CST

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Submissions may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 St. Louis Street, Rm. 826
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Proposers shall submit proposals no later than the **Proposal Submission Deadline**, listed on the "Schedule of Events".

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **Proposal Submission Deadline**, by **2:00 PM CST**. The proposal shall consist of:

- One (1) signed hardcopy of the original proposal in a sealed envelope, marked [*Original*] **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**, Six (6) additional hardcopies of the signed proposal in a sealed envelope, marked [*Copy*] **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**, one (1) digitally signed proposal on CD/USB drive in PDF format, marked **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**, and one (1) redacted copy of vendor’s proposal.
- A signed cover letter including the company’s name, address, Proposer’s name, Proposer’s title, Proposer’s telephone number, and Proposer’s email address.
- Summary of Proposer’s qualifications and experiences that relate to the ability to perform the **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM** as outlined and requested in this RFQ.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should ensure to notate clearly the name of the Proposer, the number, and the title of the RFQ. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant’s qualifications and experiences to perform the **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM** and attend all factors applicable in a professional relationship.

3. Receipt of Proposals

PROPOSALS for the RFQ MUST BE RECEIVED BY THE CITY-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.

The City-Parish will NOT accept proposals delivered after the deadline.

4. Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFQ Issued</i>	9-08-23
<i>Pre-Proposal Conference</i>	10-05-23 @ 1:00 pm CST
<i>Deadline to Receive Written Inquiries</i>	10-06-23
<i>Deadline to Answer Written Inquiries</i>	10-13-23
<i>Proposal Submission Deadline</i>	10-23-23 @ 2:00 p.m. CST
<i>Oral Discussions with Proposers (if needed)</i>	12/1/2023
<i>Notice of Intent to Award</i>	1/19/2024
<i>Contract Initiation</i>	1 st Quarter 2024

The City-Parish reserves the right to deviate from these dates.

A Non-Mandatory Pre-Proposal Conference will be held virtually via Zoom on the Pre-Proposal Conference date, at 1:00 PM. Attendance of the pre-proposal conference is encouraged, but not required to receive an award for this project. To receive the access link to attend the pre-proposal meeting, an email requesting the link must be sent to 264150Audmangelewps@brla.gov.

If the City-Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-Parish provisions shown in “Attachment E” for **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**.

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

Proposer Inquiry

Proposers shall submit ONLY written questions related to the proposal prior to the **Deadline to Receive Written Inquiries**, noted in “Schedule of Events” to:

**City of Baton Rouge/Parish of East Baton Rouge
Attention: Director of Purchasing Division
222 Saint Louis Street, Rm. 826
Baton Rouge, LA 70802
Email: 264150Audmangelewps@brla.gov**

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **Deadline to Receive Written Inquiries**.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

By responding to this RFQ, the Proposer agrees to the City-Parish’s required Contract Terms and Conditions as provided in “Attachment D” and therefore waives any future right to contest the required provisions.

5. Intent

The City-Parish is seeking a qualified Audit Management and Electronic Working Papers Software System, along with qualified, knowledgeable support personnel, to provide a comprehensive system to handle the management of all internal audits, as well as all revenue collection audits. The system should provide reliable, intuitive software technology to manage and automate the audits and all related facets identified in the Scope of Work for the Revenue Auditing and Internal Auditing Divisions of the City-Parish, as well as increased audit efficiency through improvements in software technology.

6. Background

A. Purpose and Background

The Revenue Auditing Division performs audits of taxpayers conducting business in the City-Parish, as well as the cities of Baker, Zachary, and Central. These audits are performed to ensure compliance with sales, use, occupational

license, insurance premium, gross receipts, and hotel/motel tax laws. These audits are conducted on behalf of the Parish of East Baton Rouge and cities of Baton Rouge, Baker, Zachary, and Central, as well as the East Baton Rouge Parish School System, Zachary Community School Board, City of Baker School District, and Central Community School System. The main goals of the Revenue Auditing Division are as follows:

- Ensuring that all sales and use taxes due to East Baton Rouge Parish taxing jurisdictions are paid;
- Striving for taxpayers' full compliance with City-Parish tax laws; and
- Promoting a fair and equal playing field for the business community.

The Revenue Auditing Division is comprised of two main sections, Field Auditing and Audit Research & Selection (ARS). The Field Auditing Section is comprised of City-Parish Auditors, as well as Contract Auditors. The goal of ARS is to expand the scope of audit activities, determine and implement new revenue generating opportunities, promote effectiveness and efficiency in the division through research and information gathering strategies, and provide auditor training. These sections work in tandem to achieve the divisional objectives to promote taxpayer compliance with local City-Parish tax laws, as well as the assessment and collection of all such outstanding taxes due to the jurisdictions within East Baton Rouge Parish.

Currently, Revenue Auditing personnel allotment consists of 13 auditors, 1 manager, 1 assistant manager, 4 chief auditors (supervisors), 2 revenue inspectors, 1 administrative specialist and up to 4 assistant auditors (student interns). *(up to 26 total concurrent users)*

Field Auditing:

City-Parish Auditors: Conduct field audits either remotely in office or at the taxpayers' place of business.

Contract Auditors: Conduct audits either remotely in their offices located in Texas or at the taxpayers' place of business.

ARS Auditors:

City-Parish Auditors: Conduct field audits either remotely in office or at the taxpayers' place of business and perform special projects.

Assistant Auditors: Student interns tasked with performing limited taxpayer audits, as well as special projects.

Revenue Inspector: Tasked with researching and contacting businesses to ensure proper registration and remittance of local taxes, preparation of monthly reports, taxpayer assistance and special projects.

Administrative Specialist: Tasked with handling the mailing of all correspondence, all purchasing and bill payment duties, audit file imaging and distribution of copies accordingly, monthly assessment and collection transaction recording, answering phones and any other administrative needs necessary.

Currently, audits are managed using 3 systems created in-house over 20 years ago using the Microsoft Visual FoxPro language. These systems are becoming increasingly volatile and do not incorporate any current technological features.

The Internal Auditing Division performs independent appraisals to evaluate City-Parish programs, activities, and functions. Its purpose is to establish stronger internal controls, improve the efficiency of City-Parish operations and promote governmental accountability.

Internal audits ensure operations are in compliance with relevant laws, City-Parish policies and procedures, ordinances, and best practices.

Internal Auditing has seven (7) allotted positions, which include one Auditing Manager, one Assistant Auditing Manager, and various levels of auditors. Staff work "in-office" to perform audits with occasional meetings held at the auditee's location.

Internal Auditing primarily conducts operational audits, along with requested reviews and department consultations. Currently, all staff are full users with varied permissions. Auditees do not have access.

For informational purposes, our current auditing database system, TRACS, maintains all data related to all revenue audits and internal audits.

- For all audits, this includes the audit project number (which is manually input for internal audits and auto generated for revenue audits), audit names, auditee contact information, auditors assigned, related hours recorded for audits, audit periods, letter histories, comments/events, etc. Audits are also categorized by statuses, audit types (Revenue/Internal), tax types, recurring / not recurring, etc. Statistical, financial, and performance related reports can be generated for audits by auditee, dates, status, and auditor. The data in these reports are used to evaluate employee and Division performance and support budgetary planning.
- For revenue audits, TRACS also maintains audit request information (including audit names, business address /contact information, reasons for requests), waivers of prescription records (legal information and years issued). Also maintained are assessment and collection records for sales/use tax, occupational license tax, hotel/motel tax, insurance premium tax and public utility/gross receipts tax audits. These records include recording of tax assessments, collection of payments received/refunds issued, penalty waivers, or other assessments/adjustments for sales/use tax, insurance premium tax, public utility/gross receipt tax, hotel/motel tax and occupational license tax audits. Assessment dates and completion dates are maintained for reporting of employee and audit assessment statistics, as well as collection data for financial and performance management purposes. Additional reports are available for assessment types, certain recorded dates, audit periods, accounts receivable, accounts payable, assessment totals, collections totals, assessments per hours worked, hours allocation reports, etc. Specific audit related reports can also be generated, such as confirmation letters, letters for document requests, working paper review letters, event/comment logs, no change audit notifications, audit quality questionnaires, etc.
- For internal audits, TRACS also maintains a list of Departments/Divisions and their corresponding cost center per the financial system. These are used to link the audit to the auditee department. TRACS also maintains the audit work program, the time budget, and the recommendations for corrective action.

B. Audit Selection Process

Revenue Audits are chosen from Audit Requests submitted in various ways, including by auditors or supervisors, based on leads discovered in ongoing audits, businesses witnessed operating in the jurisdiction, news articles, contract auditor leads, administrative requests, past audit historical knowledge/findings, etc. Audit requests are created in our TRACS system for consideration and review. Once approved, the audit status is updated to denote the audit project as approved and an audit project number is assigned (autogenerated). Start dates, audit period dates, audit tax types, and other fields are denoted and maintained for each audit.

Internal Audits are based on the annual audit plan. An audit plan is prepared by manually importing various data csv files with information on revenues, expenditures, personnel, assets, and prior audits into Excel. Summary spreadsheets are compiled within Excel and formulas are applied to the data to assign risk rankings to departments. The rankings are sorted to identify the departments with the highest risk. The Internal Auditing Manager and Asst. Manager analyze the risk rankings and manually create a proposed audit plan for the year that includes objectives for each audit. The proposed audit plan is verbally presented along with a hard copy to the Audit Committee for approval. Once approved, this becomes the Audit Plan for the upcoming year. The plan may be revised throughout the year based on changes in risk or requests for additional audits or projects.

C. Audit Planning / Assignment / Scheduling

Revenue annual audit planning is done through analysis of audit status summary data compiled from TRACS and Excel status summary reports created by auditors and their supervisors. Supervisory personnel determine the availability of auditors, and then audits are approved for assignment based on various factors, including priority based on historical data, known discrepancies, potential findings, prescription periods, audit size, etc.

Revenue audit scheduling is mostly done by the auditor's own review of their schedules, along with guidance from supervisors regarding time management, prescription periods and priority.

A file folder is created on the network with the audit name. Throughout the audit, emails, Excel spreadsheets, Word documents, electronic files provided by the auditee, and data exports will be saved to the electronic folder. This folder does not link to TRACS. These documents are also printed and added to the hard-copy audit folders based on a file index in our in-house Revenue Auditing System (RAS).

Specific revenue audit planning is done by auditors who assesses the audit objective, auditee company background, tax history, audit history, audit request supporting information, relevant tax laws, etc., and prepare the preliminary audit plans in Excel. These preliminary audit plans are printed and reviewed by their direct supervisor and then forwarded to the Assistant Manager for approval prior to the mailing of Notices of Engagement to auditees. Following entrance conferences with taxpayers, further planning is done to determine and request preliminary records from auditees to refine the audit plan. Certain tasks are included in each audit while tests are based on the audit details and are therefore unique to each audit. Once these preliminary documents are reviewed, the auditor prepares the Actual Audit Plan in Excel with scope to be audited, audit period, sampling methods, sample periods, records requested, or any other specific issues for review. Additional assisting auditors may be assigned, as needed.

For internal audits, once the audit plan is complete, selection and preliminary planning can begin for an audit. The objectives are refined and a scope and methodology are identified. Available auditors are considered based on skills and experience. Initial criteria are determined for the audit. This information is detailed in a word document by the Internal Auditing Manager or Asst. Manager.

To initiate an audit, the Internal Auditing Manager or Asst. Manager creates the audit in TRACS. They determine the unique number that will be assigned to the audit based on the type of audit, the year, and the number of prior audits performed that year. They input this number during creation and it becomes the number used to find the audit within TRACS. They link the audit to the assigned auditors and to the departments associated with the audit. They input the start date. A file folder is created on the network with the audit name. Throughout the audit, emails, Excel spreadsheets, Word documents, electronic files provided by the auditee, and data exports will be saved to the electronic folder. This folder does not link to TRACS. These documents are also printed and added to the hard-copy audit folders based on a file index created in Word by the lead auditor. The hard-copy audit folders are also referred to as the audit work papers.

The Internal Auditing Manager or Asst. Manager assigns the audit to a team consisting of a lead auditor and additional auditors as necessary. Management meets with the team to verbally discuss the audit objectives, scope, and methodology. Management prepares an Audit Assignment Form using Word. The document includes the audit title and number along with the objective, scope, methodology, start date and expected completion date. The document is signed by the Internal Auditing Manager or Asst. Manager. The form is given to the lead auditor who adds it to the hard-copy audit file.

D. Audit Execution and Fieldwork

Revenue audit fieldwork can consist of audits conducted remotely (in office) or at an auditees business, accountant or lawyer's location. Most audits are conducted remotely with records shared by email, thumb drives, USPS mail, or in-house City-Parish SFTP site for large volumes of records. Taxpayer documentation and information are collected, evaluated, and analyzed for audit tasks and compliance with relevant tax laws.

For recent revenue audit plans, revenue auditors and supervisors determine an estimated time budget (in Excel) to include expected time in audit planning, preliminary audit procedures, sales/use tax reconciliation, sales review, expense review, fixed asset review and/or other specific areas of review determined by their approved audit plan. Hours charged to each audit are manually updated from TRACS timesheet entries and monitored by supervisors to determine if audit scope revisions or time budget revisions are necessary.

Revenue auditors determine the audit steps independently for each audit based on experience, communication with auditees, review of auditee records and recommendations/instruction from weekly meetings with supervisory personnel. An important part of revenue audit execution and fieldwork is the maintenance of detailed comprehensive audit Event Logs that are used to evaluate auditor progress, performance, efficiency, communication and tax comprehension skills, auditee cooperation, etc. This Event Log is currently maintained in a separate Event Log created for each audit in TRACS and/or Microsoft Word, and the final audit paper file.

For Internal Auditing, the Audit Program and Time Budget are prepared by the lead auditor in TRACS and approved by the Internal Auditing Manager or Asst. Manager in TRACS. The Audit Program includes the tasks/tests to be performed to complete the objective of the audit. Certain tasks are included in each audit while tests are based on the audit details and are therefore unique to each audit. Tasks include Background, Preliminary Planning, Summary of Findings, and Audit Report. The objective, scope, and methodology may be input by the lead auditor using the Audit Assignment Form for reference. However, the Manager or Asst. Manager will review the input by logging into TRACS and observing. The lead auditor creates a proposed budget in TRACS. The budget is an estimate of hours needed to complete each task/test within the audit. The budget will be approved in TRACS by the Manager or Asst. Manager. If necessary, the lead auditor will submit a request for budget revision during the audit in TRACS. These will be reviewed and approved by management in TRACS before being added to the audit program. Each task and test will have a code and separate budget.

The lead auditor prepares a letter to the Director of the audited department which notifies them of the audit, provides the contact information for the lead auditor and audit manager, and requests a contact and a meeting to initiate the audit. The meeting is the entrance conference. The letter is signed by the Auditing Manager and emailed to the department by the lead auditor.

Once the contact for the audit is identified, the lead auditor contacts the auditee by phone or email to schedule an entrance conference to explain the objective and scope of the audit as well as determine any additional risks or concerns of the auditee. The lead auditor prepares an agenda for the meeting using Word. Entrance conferences are held predominately in person but may be held virtually. After the conference, an auditor prepares a memo to document the items discussed during meeting using Word. The memo is printed, a reference is added to the document manually based on the file index, and the memo is added to the hard-copy audit folder.

Documentation and information are collected, evaluated, and analyzed for audit tasks and tests. This results in conclusions that identify conditions, determine cause and effect, and create corrective action recommendations. Evidence is needed to support findings, conclusions, and recommendations. Once the auditor completes the tasks/tests necessary to meet the audit objective, they prepare a Summary of Findings Form in Word to document their audit findings. These forms are standardized in format but the information input by the auditor is unique to the conclusions of each audit. Additionally, the auditors prepare the preliminary draft of the Audit Report using Word. The report includes information from the background task, as well as, information from the summary of findings forms. An exit conference is held with the auditee to discuss the results of the audit using the preliminary draft of the audit report. After the exit conference, a final draft of the audit report is emailed to the auditee for use in preparing their written response. The auditor adds the image of the written response to the final audit report. All report versions are added to the hard-copy audit folder. The final report is converted to pdf and saved in the electronic folder.

E. Audit Working Papers and Reporting

Revenue auditors compile the findings from their fieldwork tasks and testing into working papers compiled from schedules in Excel and/or our in-house Revenue Auditing System (RAS) for all issues observed. These findings are reported in combination, as well as separately for all taxing jurisdictions within the City-Parish. All findings in Excel must currently be imported into RAS, by manipulation of the data into csv files of a specific format, in order for the findings to be downloaded for working paper preparation. Working papers are then printed and mailed to taxpayers and/or scanned as pdf, along with any separate Excel Exhibits. Current RAS working papers cannot be shared digitally unless exported in Excel (csv format) and then formatted for review or scanned as pdf. Auditors and supervisors meet with taxpayers for an exit conference to discuss audit working papers and findings, which are revised accordingly

when additional documentation is provided, to reach agreement on the findings. If agreement is not reached, findings can be considered final, with the taxpayer having legal remedies to dispute if they choose.

Revenue audit files are paper folders that are organized per the generic (not changeable) audit file index and prepared using data compiled in RAS, consisting of general audit information (business name, contacts, address, etc.), audit reports that detail procedures and findings, audit working papers, exit conference summaries, audit checklists, penalty waiver consideration checklists, copies of all audit letters/emails/communications, etc. These paper audit files are reviewed by the direct Revenue Audit Supervisor (Chief), then the Assistant Revenue Auditing Manager and then the Revenue Auditing Manager (3 reviews). Audit review notes are documented in a Word document, printed and provided following each review to the auditor to make corrections, reprint all relevant documents and submit for review again, prior to final processing. Copies are made of all review notes and distributed to the supervisors and auditors for their records once each audit is completed. Once an audit is approved by the Manager, the paper file is imaged into the City-Parish imaging system, Papervision. The assessment schedules are then imported into the Revenue Division's Audit Information Management System (AIMS), who then prepares and issues the Assessment Notices, along with copies of the working papers based on the data downloaded. Audit revisions may occur when taxpayers provide additional documentation to dispute audit findings. Revisions to audit working papers and audit files must be made, preserving the original Assessment information, as well as the Revised Assessment information.

For Internal Auditing, the audit work papers are prepared during the course of fieldwork. Documentation is printed and manually referenced based on the file index created by the lead auditor. Documentation is manually cross-referenced by auditors to link documents to other related and supporting documentation. The hard-copy audit folders are manually given to the Manager or Asst. Manager for review. Each page is reviewed and a visible indicator of review is manually added to each section within the folder.

As part of fieldwork, the auditor prepares a distribution list using Excel and includes it in the hard-copy audit folder. The Internal Auditing Manager reviews and approves the list. The Manager issues the audit report by attaching the pdf version of the final report to an email, which is sent to those included on the distribution list.

F. Audit Recommendations

Internal Auditing follows up on audit recommendations after the audit. The auditor inputs recommendations from the audit into TRACS upon completion of the audit. Recommendations are categorized as priority one, two, or three based on the level of risk/severity of the finding. The auditee is given an appropriate amount of time to implement the recommendations, then a follow-up review is conducted to determine if corrective actions were taken and if it is achieving desired results. The auditee will be notified of the follow-up and asked to provide information to support the current implementation status. The auditor will review the information and determine if the recommendation has been implemented, is in progress, has not been implemented, or was resolved by other means. The auditor inputs the auditee's responses in TRACS along with their conclusions and indicates the current status. The auditor prints a summary report and a detailed report from TRACS regarding the follow-up review. The summary reports provide a table with the number of Priority one, two, and three recommendations and the current status along with the overall implementation percentage. The detailed report prints each recommendation, the auditor's response, and the auditee's response along with the current implementation status. These reports are printed and added to a hard-copy audit folder and saved to an electronic folder. The reports are scanned to pdf and issued via email. The audit status is changed to closed in TRACS.

Revenue Audits issue audit recommendation letters to auditees upon completion of the audit. These letters are prepared in the RAS system and reviewed along with the paper file, then mailed to the taxpayer following completion of the audit. There is no direct follow-up. Any follow-up would be conducted if a re-audit is approved for assignment.

G. Time Allocation

For both Revenue Auditing and Internal Auditing, throughout the audit, everyone who performs any task, test, review, or other work on the audit must record the amount of time that they spend on those items. Each person logs into TRACS and allocates hours worked on each day to the audit number and the task/test code. The system allows any user to allocate time to an audit. It does not require that a person be assigned to the audit. Additionally, there are

codes to allocate leave and holidays. Each pay period, auditors print their time allocation sheets from TRACS and submit them via email to their supervisor for Internal Auditing and in paper form for Revenue Auditing. The supervisor reviews the time allocation sheets and saves them to an electronic folder for Internal Auditing. For Revenue Auditing, time is also recorded in Excel spreadsheets by audit and by task. The supervisor compares the time allocation sheets to the employee's ExecuTime timesheet to ensure agreement to number of regular, leave, and holiday hours.

H. Resource and Workflow Management / Administrative Reporting

Tracking and management of revenue audit assignments, pending audits and other audit schedules, as well as Administrative Reporting on statistical, financial and performance related data, is currently done manually with support from and analysis of the data and reports obtained from Excel, TRACS and AIMS by supervisory personnel.

The planning of internal audit assignments and pending internal audits are managed by supervisory personnel in Excel. TRACS is used to manage open and closed audits. TRACS is also used to generate statistical, financial, and performance related data for audits and employees related to open and closed audits.

I. Document Retention

All revenue audit documents supporting or related to an ongoing audit must be retained and available for review. Once assessed, audit assessment reports and findings are currently imaged into the City-Parish imaging system, Papervision, and must be retained in perpetuity for reference. Currently, completed paper audit files are maintained in office for 2 years.

For Internal Auditing, all audit work papers are scanned into Papervision Imaging System as the permanent repository. The hard-copy audit folders are retained for a minimum of one year or until after the follow-up review is complete.

7. Mission

The mission of the Finance Department is to foster and preserve public trust and confidence through innovative and responsible financial management systems that ensure delivery of efficient, effective services responsive to the needs of the citizens in accordance with the best-recognized principles of governmental finance.

8. Scope of Work

The City-Parish is requiring that responding vendors propose a comprehensive, intuitive Audit Management and Electronic Working Papers Software System. At a minimum, the respondent's responsibilities include, but are not limited to, the following:

- A. Implement a software system to manage the audits of the City-Parish Internal Auditing Division and Revenue Auditing Division.
- B. Implement a software system that meets the needs identified in the Specifications listed in the Functional and Technical Requirements documents noted below in section 8.1 regarding operational audit management, reporting, dashboarding, functional and technical requirements.
- C. Providing system administrative and end-user onboarding training for select personnel identified by the City-Parish by qualified, knowledgeable support personnel.
- D. Working collaboratively with the City-Parish to develop "Go Live" acceptance criteria and coordinating "Go Live" acceptance testing.
- E. Providing ongoing software support for the proposed system.

8.1 Functional and Technical Requirements

The Functional and Technical Requirements are listed in the table below, as well as in Attachment D. Proposer must complete the schedule in Attachment D for each of the Functional and Technical Requirements listed by denoting whether each item can be met and provide a description of how it can be met, along with any other pertinent information. The requirements are denoted as Primary (required) and Secondary Needs (requested).

NO.	FUNCTIONAL REQUIREMENT DESCRIPTION	NEEDS
F001	The system will allow creation, configuration and management of audits for 2 different City-Parish divisions to be separately denoted by codes and/or status indications, and limit access according to user permissions.	Primary
F002	The system will allow users to track status and progress of tasks throughout the audit process and produce standardized and customizable reports for analyzing audit progress. Status designations should be customizable by the City-Parish.	Primary
F003	The system will track phases of the audit process (planning, fieldwork, reporting, close out) and track key customizable milestones (planning, end of planning, end of fieldwork, draft report management responses due, etc.) on exportable reports and/or dashboards.	Primary
F004	The system will include a configurable dashboard for different users (such as auditors, reviewers, third-party limited users (stakeholders), administrative only users, etc.) that will show audit progress, assignments, time and budget management data, and other customizable stats compiled for the appropriate users.	Primary
F005	The system will be able to import and export external documents (such as Microsoft Office, Adobe, HTML, jpeg, tif, and other picture files, audio and video files, and scanned hardcopy documents).	Primary
F006	Fields should be customizable in the application without Vendor assisted modification.	Primary
F007	The system will allow one or more files to be attached to, or associated with, a data record (i.e., text files, scanned images, digital photos, faxes, etc.)	Primary
F008	The system will track audit findings, exceptions and recommendations, and link (auto-populate) to final audit reports created from these fields to facilitate analysis of audit results and management responses to the results, and eliminate redundancy.	Primary
F009	The system will be able to export customizable, system created documents such as audit plans, working papers, audit reports and findings, audit templates, review notes, status reports, recommendations etc. The system should allow data queries that should be available for export to Excel, csv, and pdf.	Primary
F010	The system will allow users to input and view audit comments and review notes throughout audit process and maintain the history of such feedback. Comments and notes should be exportable.	Primary
F011	The system will attach, store, and archive external documents (such as Microsoft Office, Adobe, HTML, jpeg, tif, and other picture files, audio and video files).	Primary

F012	The system will allow for audit plans to be created in a concise, consistent, and logical manner and accommodate multiple audit objectives to ensure efficient performance of audit tasks.	Primary
F013	The system will allow the creation of templates for various audit types that include work program steps and tasks. These templates can be selected or copied during the creation of a new audit.	Primary
F014	The system will allow audit steps and tasks to be customized when creating the work program for each audit.	Primary
F015	The system will include a library within which audit programs, work paper templates, audit report formats and other outputs frequently used can be duplicated or cloned to save for storage as templates, accessed, and used from audit to audit.	Primary
F016	The system will have the ability to input data in one field, auto populate to all documents containing the same field, and update everywhere applicable, to eliminate redundancy	Primary
F017	The system will assign unique numbering and indexing of audit documents, including audit procedures/tasks, exceptions and findings, and other outputs.	Primary
F018	The system will allow users to add, export or remove audit files and folders as necessary to meet audit needs prior to closing the audit work paper file.	Primary
F019	The system will allow Administrators to finalize work files to immutably archive and prevent further modification. After closing, the file should be archived and should remain immutable unless reopened by Administrative/authorized users only. Archived files should only be reactivated for modification by authorized Administrators.	Primary
F020	The system will collect and maintain archived audit output files so that the files can be immutably archived in electronic format.	Primary
F021	The system will be able to record and maintain a comprehensive record of audit assessment findings for Revenue Auditing audits, including assessment dates, assessment and collection amounts and payments/refunds transactions, by audit.	Primary
F022	The system will be able to generate customizable reports of Revenue Auditing assessments and collections by various statistical, financial and analytical measures, such as by individual audit, audits by date(s)/type(s)/auditor, audit collections, accounts receivable, accounts payable, transaction history, etc.	Primary
F023	Revenue Audits should be distinguishable in the system by specified tax type for reporting, financial and analytical purposes. Types include Sales/Use Tax, Hotel/Motel Tax, Occupational License Tax, Gross Receipts/Public Utility Tax and Insurance Premium Tax.	Primary
F024	The system will be able to access and report prior year, date determined ranges of data.	Primary
F025	The system will be able to ensure that the City-Parish can use the application for an unlimited # of audits. If alternative limit is applicable, must specify.	Primary

F026	The system will allow permissions assigned by roles for different levels of access to audit files based upon audit team assignments, roles and responsibilities, for up to 35 concurrent users. Should include the ability to add additional users as needs change. Specify any system price or user ranges or other applicable alternative license/user range limits.	Primary
F027	The system will allow for secure, limited access to designated audits when reviewed by external stakeholders or by other staff not assigned an active role on the audit (i.e. administrative personnel, etc). This should be an unlimited or very large number of users. Specify limit, if any.	Primary
F028	The system will allow for sharing of documents within an audit between external stakeholders and City-Parish staff, but will prevent multiple users from accessing and editing the same document at the same time.	Primary
F029	The system will preserve data integrity by ensuring imported documents do not overwrite or replace current documents.	Primary
F030	The system will have hyper linking, or other electronic methodology, to cross reference between source documents, audit plans, and other files stored within and outside the system.	Primary
F031	The system will allow for indexing such that users can search the audit files for documents, including archived audits and audit work within those audits by date, name, topic, type, etc.	Secondary
F032	The system will allow for customizable assignment of reviewers to individual tasks/audit plan steps, and allow up to 3 reviewers to be assigned to each.	Primary
F033	The system will allow for integrated issue / task management and automated workflow.	Primary
F034	The system will provide a mechanism of notification when issues, tasks, comments, feedback, or other form of review note is ready for review/response.	Primary
F035	Supervisors will be able to review the information and documentation related to the audit task and create an approval that the system will denote the task as reviewed. The approval will be a visible indicator maintained by the system. Preferably the approval action will update the task status to approved or the alternative is that supervisor will be able to update the task status.	Primary
F036	The system will provide a mechanism of notification to reviewers that a task/audit plan step/document has been edited post review.	Primary
F037	The system will have built-in risk assessment modules which incorporate risk and integrate results with current, present, or future audits, and provide reports that track and summarize risk assessments, and also allow for the customization of risk categories, risk scoring, and overall risk evaluation.	Secondary
F038	The system will be capable of documenting, storing, and preparing Annual Audit Plans based upon risk results accumulated through risk assessment processes.	Secondary
F039	The system will include audit management incorporated with time budgets and time allocation mechanisms for audits, including exportable reports and customizable timesheets/tasks that allow for identification of budget and time overruns, and progress toward completing individual audits as well as Annual Audit Plans.	Primary

F040	The system will allow for the creation of a time budget that can be assigned by task or at minimum by audit. The time budget will represent the estimate of hours allocated to complete the audit.	Primary
F041	The system will allow staff to allocate hours to the audits worked on within the work day. The system will also allow reporting of time allocation by staff member, by audit, by date, etc.	Primary
F042	The system will sum hours allocated to an audit/task by staff and compare the sum of those hours to the hours budgeted to the audit/task. This will be visible within the system dashboard and exportable to a report.	Primary
F043	The system should ensure that time allocation entries for prior periods can only be modified by authorized users.	Secondary
F044	The system will be able to reference industry standards, best practices, and other policies and procedures within a library to ensure audit teams are in compliance.	Secondary
F045	The system will allow business continuity and disaster recovery through automatic backup and recovery protocols.	Primary
F046	The system will implement intelligent input entry controls (i.e., drop-down selection lists, pre-formatted screens, shortcut keys, etc.) to make data entry more efficient and reduce repetitive keying for data entry fields such as dates, city, state, zip, etc.	Primary
NO.	TECHNICAL REQUIREMENT DESCRIPTION	NEEDS
T001	The Vendor will identify any third-party software products used within the proposed system configuration.	Primary
T002	The Vendor will identify the servers, cloud, other storage used within the proposed system configuration.	Primary
T003	The Vendor will be able to ensure the confidentiality of the system data is protected and not compromised.	Primary
T004	Periodic patch updates to operating system software, application software, database software will be tested and identified for implementation on a regular basis.	Primary
T005	Reasonable Client requested updates will be included in annual fees.	Primary
T006	The system client software will interface with Microsoft Office applications and Adobe.	Primary
T007	If the application is web-based, the system will support updated and compatible versions of Google Chrome, Microsoft Edge or Firefox client/web browsers.	Primary
T008	The system will provide maximum uptime, with the exception of planned, minimal work week downtime for application updates and operating system security patches.	Primary
T009	The Vendor will provide the Customer with environment(s) for production and version testing (application updates and OS updates).	Secondary

T010	The Vendor will provide adequate onboarding / training during implementation and ability to request additional training as needed through communication with trained vendor associates.	Primary
T011	The Vendor will provide flexible service / support tools including telephone, email or live chat support. Please provide days/times available for support.	Primary
T012	The Vendor will provide timely response to requests for service. Maximum required response within 24 hours (business days).	Primary
T013	The system will be able to fully support the number of concurrent users specified in functional requirements. The application will manage concurrent data updates by multiple users without creating deadlocks or data loss.	Primary
T014	The Vendor will describe their contingency for continuity of operations.	Primary
T015	The Vendor should describe your frequency of backup.	Primary
T016	The system will provide a method for archiving historical data.	Primary
T017	The Vendor will provide options to convert limited data from current systems to the proposed system.	Secondary
T018	The system will ensure master file records cannot be deleted if any child records exist (referential integrity).	Primary
T019	The system will provide data integrity to ensure the accuracy and availability of the data at all times.	Primary
T020	The system will perform forms-based data validation (field level validation) and display error messages when validation fails (i.e., user enters text in a number or date field). Fields such as dates should be standardized for validation.	Primary
T021	The system will support customizable, end-user configuration of fields. These user-defined fields will be created, stored, queried and retrieved as part of audits.	Primary
T022	Future releases of the system will NOT render historical and/or archived data unusable.	Primary
T023	The system will provide an audit trail of immutable login and logoff information for each user accessing the audit files.	Primary
T024	Tables or logs of transaction updates will be maintained that indicate the data element values(s) changed and the date, time and User ID of the person making the change to maintain an audit trail.	Primary
T025	The system should include an email or messaging component.	Primary
T026	The system will support the import/export of data from/to various other data sources/repositories (i.e., comma delimited, text, HTML, XML, SQL, PDF, Microsoft Office Product file formats, etc.)	Primary
T027	The system will generate reports in a variety of file formats including XML, PDF, Microsoft Office Product file formats, etc.	Primary
T028	The system software will use an accurate, verifiable time source for a traceable time stamp, which is applied to various transactions or key events. Please specify your time source.	Primary
T029	The system will provide a transaction log related to changes made to security (roles/groups/permissions).	Secondary

T030	The system should allow single sign on linked to City-Parish main log in credentials. If this is not feasible, then the system will provide and enforce complex password formats consistent with industry standards.	Primary
T031	The system will protect against unauthorized access to data by persons and other software programs.	Primary
T032	The system will capture failed login attempts.	Secondary
T033	The system will automatically log-off a user's work session due to inactivity within a Customer-defined period.	Secondary
T034	The system will allow Application Administrators the ability to create tiered user permission groups based on defined security roles to establish individual and group privileges (i.e., Admin, Supervisor, Staff, stakeholders, etc.) with appropriate permissions, and to provide application security	Primary
T035	The system will be capable of being fully restored in the event of any catastrophic failure.	Primary
T036	The Vendor should supply any specific firewall and configurations (TCP/IP ports needed, etc.).	Primary

9. Evaluation and Selection

The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.

The Purchasing Division evaluation committee will evaluate responsive RFQ submissions on the following background and experience, technical criteria, functional criteria, implementation cost and annual / maintenance cost; award points up to the maximum points allocated; and provide an assessment.

Each Proposer should address within the proposal how the firm will meet all the requirements of this RFQ. Proposers will be assessed on the below listed criteria and shall receive an allocation of points (up to the maximum) based upon the following schedule:

<u>Criteria</u>	<u>Maximum Points</u>
<u>Background & Experience</u>	
Experience w/ similar size projects	5
Experience w/ other government agencies	5
Capability & Qualification of personnel	5
<u>Functional and Technical Criteria</u>	
Proposed Timeline / Implementation Strategy	12
General Functional Requirements	25
Ability to Customize for Both Division Users	12
Security / Data Integrity / Disaster Recovery	10
System Support	12
Other Technical Requirements/Compatibility	10
<u>SEDBE initiative</u>	4
<u>TOTAL</u>	100

Proposer must receive a minimum score of 60 points of the total available points (81) in *Functional and Technical Criteria* to be considered responsive to the RFQ. **Proposals not meeting the minimum score shall be rejected.**

Background and Experience Evaluation – The Purchasing Division evaluation committee will evaluate responsive proposals based on the detailed and relevant information you provide about your company and products including your history and experience with auditing, as well as providing the requested services and with implementing audit management and electronic workpaper systems.

Functional and Technical Criteria Evaluation – The Purchasing Division evaluation committee will evaluate responsive proposals to determine the extent to which the proposed system meets the functional and technical requirements as detailed in the Section 8, Scope of Work.

Contract Negotiations

If, for any reason, the Proposer whose proposal is most responsive to the EBR Parish's needs, price, and other evaluation factors set forth in the RFQ considered, does not agree to the contract, that proposal **shall** be rejected and the EBR Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation **shall** also allow price adjustments. The final contract form **shall** be reviewed by the Purchasing Division and approved by the EBR Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFQ, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the EBR Parish.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFQ. The Proposer needs to address the specific language in the sample contract Attachment D and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the EBR Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award **shall** be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the EBR Parish, price and other factors considered.

During review of any proposal at any time, the Purchasing Division evaluation committee may:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in the evaluation of the proposals;
- Seek clarification of a proposal or additional information from any Proposer and consider the same for the evaluation of proposals;
- Waive any requests or requirements, if such waiver is in the best interest of the City-Parish; and
- Request interviews and demonstrations of the software with any Proposer to clarify any questions or considerations based on the information contained in the proposal.

SEDBE Initiative - Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships (SEDBE) participation.

The EBR Parish strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>.

Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/ Vendor/srchven2.cfm>. You may then determine the search criteria (i.e., alphabetized list of all certified vendors, by commodities, etc.), and select "Small". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Service Providers will be required to report Small and Minority and Women-owned businesses subcontractors or distributor participation and the dollar amount of each with payment request to the contract monitor.

10. Notice of Intent to Award

Upon review and approval of the Purchasing Division evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City-Parish, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

11. Contract Negotiations

If, for any reason, the Proposer whose proposal is most responsive to the City-Parish's needs, price, and other evaluation factors set forth in the RFQ considered, does not agree to the contract, that proposal shall be rejected and the City-Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFQ, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFQ. The Proposer needs to address the specific language in the sample contract "Attachment E" and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the City-Parish, price and other factors considered.

12. Ownership

All proposals and/or documentation submitted therewith are City-Parish property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

Confidential Information, Trade Secrets, and Proprietary Information

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

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

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

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

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

If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – “**Redacted Copy**” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

13. Legibility / Clarity

Responses to the requirements of this RFQ in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s

ability to meet the requirements of the RFQ are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

14. Effects

The City-Parish is not responsible for any cost associated with RFQ development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

Changes, Addenda, & Withdrawals

The City-Parish reserves the right to change the schedule of events or issue addenda to the RFQ at any time. The City-Parish also reserves the right to cancel or reissue the RFQ.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**.

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Division.

Deliverables

The deliverables and structure listed in “Attachment A” are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Acceptance

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

The City-Parish reserves the right to reject a proposal if the Proposer’s response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

Rejection

Issuance of this RFQ in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the City-Parish to do so. Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.

Order of Precedence

In the event of an inconsistency between the contract, the RFQ, and/or the Proposer's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any), and finally, the Proposer's proposal.

15. Required Attachments with Proposal

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- "Attachment B" Proposal Forms
- "
- "Attachment C" Insurance Requirements
- "Attachment D" Functional and Technical Requirements
- "Attachment E" Sample Contract

16. Sample Agreement

The City-Parish supplies a sample professional services agreement in "Attachment E."

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

17. Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

18. Proposal Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFQ that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers must respond to each of the following requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

Demonstrated requirements of proposal submission are as follows:

Submission Documents

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFQ number, **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**, the name of your firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s). The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.
- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
 - a) Proposer *Background & Experience*
 - b) Financial strength and stability of the firm
 - c) Service plan/defined processes fulfilling *Functional and Technical Criteria* requirements
 - d) SEDBE initiative
 - e) Other related services
 - f) Attachments

Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about the "**Contract Initiation**" date in the "Schedule of Events", and shall cover **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM** for a period of Five (5) years, with the option to renew, upon mutual agreement, for an additional five (5)-year option.

19. Claims or Controversies

Any Proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

20. Debriefing

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

21. Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer.

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

22. Waiver of Administrative Informalities

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

23. Minimum Scope of Insurance

Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFQ (see "Attachment C").

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 City-Parish prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

24. Corporation Requirements

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana, prior to the execution of the contract.

Upon the award of the contract, if the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in the City of Baton Rouge, Parish of East Baton Rouge, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

25. Proposer Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

26. Use of Sub-contractors

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. The prime Proposer shall be responsible for all deliverables referenced in this RFQ.

27. Civil Rights Compliance

The Proposer 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 the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

28. Governing Law

All activities associated with this RFQ process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFQ.

29. Audit of Records

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

30. Liability & Risk Management

Insurance

Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in "Attachment C." All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- i) Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- ii) The City-Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- iii) The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- iv) Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

- i) In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
- ii) Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City-Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

Indemnification

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official

immunity, to any claim against City-Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

31. Written or Oral Discussions / Presentation

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected forward. The City-Parish reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance City-Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

32. Payment for Services

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

33. Termination

Termination for Cause

The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

Termination for Lack of Appropriated Funds

Should the RFQ result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFQ contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

Termination for Convenience

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

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

34. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

35. Funds Use

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

36. Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

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

A list of parties who have been suspended or debarred can be viewed on the internet at www.sam.gov.

37. Independent Proposer

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

38. Conflict of Interest / Confidentiality

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to City-Parish hereunder.

39. Use of City-Parish's Property

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

40. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

41. Force Majeure

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish 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 Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

42. Federal Clauses

The following clauses are mandatory if Federal Funds are utilized.

Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City-Parish may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Proposer elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

Equal Employment Opportunity

During the performance of this Agreement, the Proposer agrees as follows:

- 1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.

- 4) The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take

any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Beacon and Copeland Anti-Kickback Act

The Proposer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, “Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with this statute, the Proposer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Proposer is required to pay wages not less than once a week.

The Proposer shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Proposer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Interventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

The Proposer is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Procurement Recovered Materials

Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Program Fraud and False or Fraudulent Statements or Related Acts

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

Compliance with Federal Law, Regulations, and Executive Orders

The Proposer will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.



ATTACHMENT A
NEEDED SERVICES & DELIVERABLES
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFQ number, **AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM**, the name of your firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s). The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.
- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:
 - a) Proposer *Background & Experience*
 - b) Financial strength and stability of the firm
 - c) Service plan/defined processes fulfilling *Functional and Technical Criteria* requirements
 - d) SEDBE initiative
 - e) Other related services
 - f) Attachments



ATTACHMENT B
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **2:00 P.M.** local time, on the “Proposal Submission Deadline” in the Schedule of Events, at the following location:

City Hall Building
Division of Purchasing
222 St. Louis Street, Room #826
Baton Rouge, LA 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

“AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS SOFTWARE SYSTEM”

As set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined this Request for Proposal, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about DATE, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be included with the proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(Signature)

(Typed Name)

***THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

***IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this ____ day of _____, 20____, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, Parish of East Baton Rouge, Louisiana.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____, domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

Secretary



ATTACHMENT C
INSURANCE REQUIREMENTS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

PROPOSER’S AND SUB-CONTRACTOR’S INSURANCE: Proposer and any sub-contractor shall carry and maintain, at Proposer’s expense at least the minimum insurance as specified below throughout the duration of this contract until completion and acceptance of the work covered by this contract. Proposer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best’s Key Rating Guide. Proposer is responsible for assuring that its sub-contractors meet these insurance requirements.

- | | | | |
|----|---|--------------------------------------|----------------------------|
| A. | Commercial General Liability | General Aggregate
Each Occurrence | \$2,000,000
\$1,000,000 |
| B. | Business Auto Policy
Any Auto; or Owned, Non-Owned, & Hired: | Combined Single Limit | \$1,000,000 |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. | | |

The City of Baton Rouge, Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Proposer.

Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

The Certificate Holder should be shown as:

City of Baton Rouge, Parish of East Baton Rouge
Attn: Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



ATTACHMENT D
Functional and Technical Requirements
 CITY OF BATON ROUGE
 PARISH OF EAST BATON ROUGE

The Proposer must complete each of the Functional and Technical Requirements listed on this attachment, **failure to submit a complete form will deemed the Proposer response non-responsive and thus disqualified from the evaluation process.** Please submit an electronic file copy in the USB flash drive/thumb drive in addition to the paper copy.

NO.	FUNCTIONAL REQUIREMENT DESCRIPTION	NEEDS	Requirement Met: YES, NO	Description of how requirement is met, along with other pertinent information you want to provide
F001	The system will allow creation, configuration and management of audits for 2 different City-Parish divisions to be separately denoted by codes and/or status indications, and limit access according to user permissions.	Primary		
F002	The system will allow users to track status and progress of tasks throughout the audit process and produce standardized and customizable reports for analyzing audit progress. Status designations should be customizable by the City-Parish.	Primary		
F003	The system will track phases of the audit process (planning, fieldwork, reporting, close out) and track key customizable milestones (planning, end of planning, end of fieldwork, draft report management responses due, etc.) on exportable reports and/or dashboards.	Primary		
F004	The system will include a configurable dashboard for different users (such as auditors, reviewers, third-party limited users (stakeholders), administrative only users, etc.) that will show audit progress, assignments, time and budget management data, and other customizable stats compiled for the appropriate users.	Primary		
F005	The system will be able to import and export external documents (such as Microsoft Office, Adobe, HTML, jpeg, tif, and other picture files, audio and video files, and scanned hardcopy documents).	Primary		
F006	Fields should be customizable in the application without Vendor assisted modification.	Primary		
F007	The system will allow one or more files to be attached to, or associated with, a data record (i.e., text files, scanned images, digital photos, faxes, etc.)	Primary		
F008	The system will track audit findings, exceptions and recommendations, and link (auto-populate) to final audit reports created from these fields to facilitate analysis of audit results and management responses to the results, and eliminate redundancy.	Primary		
F009	The system will be able to export customizable, system created documents such as audit plans, working papers, audit reports and findings, audit templates, review notes, status reports, recommendations etc. The system should allow data queries that should be available for export to Excel, csv, and pdf.	Primary		

F010	The system will allow users to input and view audit comments and review notes throughout audit process and maintain the history of such feedback. Comments and notes should be exportable.	Primary		
F011	The system will attach, store, and archive external documents (such as Microsoft Office, Adobe, HTML, jpeg, tif, and other picture files, audio and video files).	Primary		
F012	The system will allow for audit plans to be created in a concise, consistent, and logical manner and accommodate multiple audit objectives to ensure efficient performance of audit tasks.	Primary		
F013	The system will allow the creation of templates for various audit types that include work program steps and tasks. These templates can be selected or copied during the creation of a new audit.	Primary		
F014	The system will allow audit steps and tasks to be customized when creating the work program for each audit.	Primary		
F015	The system will include a library within which audit programs, work paper templates, audit report formats and other outputs frequently used can be duplicated or cloned to save for storage as templates, accessed, and used from audit to audit.	Primary		
F016	The system will have the ability to input data in one field, auto populate to all documents containing the same field, and update everywhere applicable, to eliminate redundancy	Primary		
F017	The system will assign unique numbering and indexing of audit documents, including audit procedures/tasks, exceptions and findings, and other outputs.	Primary		
F018	The system will allow users to add, export or remove audit files and folders as necessary to meet audit needs prior to closing the audit work paper file.	Primary		
F019	The system will allow Administrators to finalize work files to immutably archive and prevent further modification. After closing, the file should be archived and should remain immutable unless reopened by Administrative/authorized users only. Archived files should only be reactivated for modification by authorized Administrators.	Primary		
F020	The system will collect and maintain archived audit output files so that the files can be immutably archived in electronic format.	Primary		
F021	The system will be able to record and maintain a comprehensive record of audit assessment findings for Revenue Auditing audits, including assessment dates, assessment and collection amounts and payments/refunds transactions, by audit.	Primary		
F022	The system will be able to generate customizable reports of Revenue Auditing assessments and collections by various statistical, financial and analytical measures, such as by individual audit, audits by date(s)/type(s)/auditor, audit collections, accounts receivable, accounts payable, transaction history, etc.	Primary		

F023	Revenue Audits should be distinguishable in the system by specified tax type for reporting, financial and analytical purposes. Types include Sales/Use Tax, Hotel/Motel Tax, Occupational License Tax, Gross Receipts/Public Utility Tax and Insurance Premium Tax.	Primary		
F024	The system will be able to access and report prior year, date determined ranges of data.	Primary		
F025	The system will be able to ensure that the City-Parish can use the application for an unlimited # of audits. If alternative limit is applicable, must specify.	Primary		
F026	The system will allow permissions assigned by roles for different levels of access to audit files based upon audit team assignments, roles and responsibilities, for up to 35 concurrent users. Should include the ability to add additional users as needs change. Specify any system price or user ranges or other applicable alternative license/user range limits.	Primary		
F027	The system will allow for secure, limited access to designated audits when reviewed by external stakeholders or by other staff not assigned an active role on the audit (i.e. administrative personnel, etc). This should be an unlimited or very large number of users. Specify limit, if any.	Primary		
F028	The system will allow for sharing of documents within an audit between external stakeholders and City-Parish staff, but will prevent multiple users from accessing and editing the same document at the same time.	Primary		
F029	The system will preserve data integrity by ensuring imported documents do not overwrite or replace current documents.	Primary		
F030	The system will have hyper linking, or other electronic methodology, to cross reference between source documents, audit plans, and other files stored within and outside the system.	Primary		
F031	The system will allow for indexing such that users can search the audit files for documents, including archived audits and audit work within those audits by date, name, topic, type, etc.	Secondary		
F032	The system will allow for customizable assignment of reviewers to individual tasks/audit plan steps, and allow up to 3 reviewers to be assigned to each.	Primary		
F033	The system will allow for integrated issue / task management and automated workflow.	Primary		
F034	The system will provide a mechanism of notification when issues, tasks, comments, feedback, or other form of review note is ready for review/response.	Primary		
F035	Supervisors will be able to review the information and documentation related to the audit task and create an approval that the system will denote the task as reviewed. The approval will be a visible indicator maintained by the system. Preferably the approval action will update the task status to approved or the alternative is that supervisor will be able to update the task status.	Primary		
F036	The system will provide a mechanism of notification to reviewers that a task/audit plan step/document has been edited post review.	Primary		

F037	The system will have built-in risk assessment modules which incorporate risk and integrate results with current, present, or future audits, and provide reports that track and summarize risk assessments, and also allow for the customization of risk categories, risk scoring, and overall risk evaluation.	Secondary		
F038	The system will be capable of documenting, storing, and preparing Annual Audit Plans based upon risk results accumulated through risk assessment processes.	Secondary		
F039	The system will include audit management incorporated with time budgets and time allocation mechanisms for audits, including exportable reports and customizable timesheets/tasks that allow for identification of budget and time overruns, and progress toward completing individual audits as well as Annual Audit Plans.	Primary		
F040	The system will allow for the creation of a time budget that can be assigned by task or at minimum by audit. The time budget will represent the estimate of hours allocated to complete the audit.	Primary		
F041	The system will allow staff to allocate hours to the audits worked on within the work day. The system will also allow reporting of time allocation by staff member, by audit, by date, etc.	Primary		
F042	The system will sum hours allocated to an audit/task by staff and compare the sum of those hours to the hours budgeted to the audit/task. This will be visible within the system dashboard and exportable to a report.	Primary		
F043	The system should ensure that time allocation entries for prior periods can only be modified by authorized users.	Secondary		
F044	The system will be able to reference industry standards, best practices, and other policies and procedures within a library to ensure audit teams are in compliance.	Secondary		
F045	The system will allow business continuity and disaster recovery through automatic backup and recovery protocols.	Primary		
F046	The system will implement intelligent input entry controls (i.e., drop-down selection lists, pre-formatted screens, shortcut keys, etc.) to make data entry more efficient and reduce repetitive keying for data entry fields such as dates, city, state, zip, etc.	Primary		
NO.	TECHNICAL REQUIREMENT DESCRIPTION	NEEDS	Requirement Met YES/NO	Description of how requirement is met, along with other pertinent information you want to provide
T001	The Vendor will identify any third-party software products used within the proposed system configuration.	Primary		
T002	The Vendor will identify the servers, cloud, other storage used within the proposed system configuration.	Primary		
T003	The Vendor will be able to ensure the confidentiality of the system data is protected and not compromised.	Primary		
T004	Periodic patch updates to operating system software, application software, database software will be tested and identified for implementation on a regular basis.	Primary		

T005	Reasonable Client requested updates will be included in annual fees.	Primary		
T006	The system client software will interface with Microsoft Office applications and Adobe.	Primary		
T007	If the application is web-based, the system will support updated and compatible versions of Google Chrome, Microsoft Edge or Firefox client/web browsers.	Primary		
T008	The system will provide maximum uptime, with the exception of planned, minimal work week downtime for application updates and operating system security patches.	Primary		
T009	The Vendor will provide the Customer with environment(s) for production and version testing (application updates and OS updates).	Secondary		
T010	The Vendor will provide adequate onboarding / training during implementation and ability to request additional training as needed through communication with trained vendor associates.	Primary		
T011	The Vendor will provide flexible service / support tools including telephone, email or live chat support. Please provide days/times available for support.	Primary		
T012	The Vendor will provide timely response to requests for service. Maximum required response within 24 hours (business days).	Primary		
T013	The system will be able to fully support the number of concurrent users specified in functional requirements. The application will manage concurrent data updates by multiple users without creating deadlocks or data loss.	Primary		
T014	The Vendor will describe their contingency for continuity of operations.	Primary		
T015	The Vendor should describe your frequency of backup.	Primary		
T016	The system will provide a method for archiving historical data.	Primary		
T017	The Vendor will provide options to convert limited data from current systems to the proposed system.	Secondary		
T018	The system will ensure master file records cannot be deleted if any child records exist (referential integrity).	Primary		
T019	The system will provide data integrity to ensure the accuracy and availability of the data at all times.	Primary		
T020	The system will perform forms-based data validation (field level validation) and display error messages when validation fails (i.e., user enters text in a number or date field). Fields such as dates should be standardized for validation.	Primary		
T021	The system will support customizable, end-user configuration of fields. These user-defined fields will be created, stored, queried and retrieved as part of audits.	Primary		
T022	Future releases of the system will NOT render historical and/or archived data unusable.	Primary		
T023	The system will provide an audit trail of immutable login and logoff information for each user accessing the audit files.	Primary		

T024	Tables or logs of transaction updates will be maintained that indicate the data element values(s) changed and the date, time and User ID of the person making the change to maintain an audit trail.	Primary		
T025	The system should include an email or messaging component.	Primary		
T026	The system will support the import/export of data from/to various other data sources/repositories (i.e., comma delimited, text, HTML, XML, SQL, PDF, Microsoft Office Product file formats, etc.)	Primary		
T027	The system will generate reports in a variety of file formats including XML, PDF, Microsoft Office Product file formats, etc.	Primary		
T028	The system software will use an accurate, verifiable time source for a traceable time stamp, which is applied to various transactions or key events. Please specify your time source.	Primary		
T029	The system will provide a transaction log related to changes made to security (roles/groups/permissions).	Secondary		
T030	The system should allow single sign on linked to City-Parish main log in credentials. If this is not feasible, then the system will provide and enforce complex password formats consistent with industry standards.	Primary		
T031	The system will protect against unauthorized access to data by persons and other software programs.	Primary		
T032	The system will capture failed login attempts.	Secondary		
T033	The system will automatically log-off a user's work session due to inactivity within a Customer-defined period.	Secondary		
T034	The system will allow Application Administrators the ability to create tiered user permission groups based on defined security roles to establish individual and group privileges (i.e., Admin, Supervisor, Staff, stakeholders, etc.) with appropriate permissions, and to provide application security.	Primary		
T035	The system will be capable of being fully restored in the event of any catastrophic failure.	Primary		
T036	The Vendor should supply any specific firewall and configurations (TCP/IP ports needed, etc.).	Primary		

I hereby attest that all information provided in [Attachment - D](#) has been completed to the best of my knowledge, truthfully.

Name: _____ Signature: _____

Title: _____ Date: _____



ATTACHMENT E
SAMPLE CONTRACT
AUDIT MANAGEMENT AND ELECTRONIC WORKING PAPERS
SOFTWARE SYSTEM

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

This contract, made and entered into at Baton Rouge, Louisiana, effective this ____ day of _____, 20____, by and between the City of Baton Rouge, Parish of East Baton Rouge, herein referred to as City-Parish, and _____, herein referred to as "Proposer."

Proposer shall provide professional services as described herein for the Revenue Auditing and Internal Auditing Divisions of the Finance Department and City of Baton Rouge/Parish of East Baton Rouge.

Proposer agrees to proceed, upon written notice of the Purchasing Division, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All services required hereunder will be performed by Proposer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Proposer for this project shall be as follows:

The Scope of Services & Specified Requirements are as defined per Sections 8 and 18 of the RFQ, attached, and made a part of this agreement.

CONTRACT MODIFICATIONS: 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.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Proposer change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, if any, Proposer shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Proposer or their representatives at conferences and public hearings, are to be furnished at the expense of Proposer.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Proposer without charge all information which it has in its files which may be useful to the Proposer in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Proposer agrees to accept compensation for the professional services to be performed under this contract, at the rates agreed, attached, and made a part of the contract.

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

CONTRACT TIME: The term of this contract shall begin on or about DATE, and shall extend through the contract term.

COMMENCEMENT OF WORK: No work shall be performed by Proposer and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Proposer and all required approvals are obtained.

OWNERSHIP OF DOCUMENTS: The Proposer shall maintain full and accurate records with respect to all matters covered under this agreement. The City-Parish shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, and activities. All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by Proposer in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Proposer to City-Parish, at Proposer's expense, at termination or expiration of this contract.

The Proposer shall maintain all records related to this agreement for a period of at least five (5) years after contract this contract ends.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within 30 days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time without cause by giving 30 days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

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

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days' notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of 30 days' notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three-year period, and neither party shall have any further obligation to the other party.

TERMINATION FOR LACK OF APPROPRIATED FUNDS: The City-Parish may terminate this agreement for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated. For services funded by grants, the City-Parish shall have the right to terminate the contract or any issued task order for which funding is terminated.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Proposer shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Contractor shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Contractors under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Proposer shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Proposer shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Proposer agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Proposer, its agents, employees and insurer(s) hereby release the City-Parish, its agents, and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Proposer, its agents, or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

PERSONAL INTEREST: Proposer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Proposer further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Proposer shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Proposer is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Proposer agrees to abide 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 of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Proposer shall comply with the Federal Requirements. Proposer shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts and records directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the City-Parish and made available to the Proposer in order to carry out this contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Proposer 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 Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years from contract close-out.

ORDER OF PRECEDENCE: The Request for Proposal (RFQ), dated _____, and the Proposer's Proposal, dated _____, are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFQ, and/or the Proposer's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFQ and subsequent addenda (if any), and finally, the Proposer's Proposal.

GOVERNING 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.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

- (1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. PROPOSER acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the PROPOSER agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the PROPOSER to meet the mobilization requirements under this AGREEMENT: \$250.00 per calendar day.

(b) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to PROPOSER for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by PROPOSER under the AGREEMENT, during the performance of the AGREEMENT, PROPOSER shall comply with the Equal Employment Opportunity Clause (41CFR 60-1.4(b)):

- (1) PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) PROPOSER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the PROPOSER'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) PROPOSER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) PROPOSER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the PROPOSER'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the PROPOSER may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or contractor. PROPOSER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT:

Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Hazard Mitigation Assistance Guidance, Part VI. D.9, page 88;

Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, PROPOSER shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or Grants from the United States"). The Act provides that the Contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

- (a) PROPOSER shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) PROPOSER or sub-contractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate Instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The PROPOSER shall be responsible for the compliance by any sub-contractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a Proposer and sub-contractor as provided in 29 C.F.R. §5.12.

(C) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Proposer and its sub-contractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (1) Overtime requirements. No Proposer or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: Liability for Unpaid Wages: Liquidated Damages. In the event of any violation of the clause set forth in paragraph (I) of this section, the Proposer and any sub-contractor responsible therefor shall be

liable for the unpaid wages. In addition, such Proposer and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

- (3) Withholding for Unpaid Wages and Liquidated Damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) The Proposer and sub-contractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix 11 to Part 200 (F))

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

PROPOSER shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROPOSER shall include the foregoing requirements in each subcontract exceeding \$100,000.

F. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT, PROPOSER shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the PROPOSER is required to verify that none of the Proposer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the PROPOSER did not comply with 2 C.F.R. pt. 180, subpart C and C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The PROPOSER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

PROPOSER must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, PROPOSER must complete and submit the Certification Regarding Lobbying Form.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

1) In the performance of this contract, the Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

I. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the PROPOSER subcontract any of the work under this AGREEMENT, PROPOSER shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

J. ACCESS TO RECORDS

- 1) PROPOSER agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Proposer which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) PROPOSER agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by PROPOSER under the AGREEMENT, the PROPOSER will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, PROPOSER, or any other party pertaining to any matter resulting from the contract.

M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER'S actions pertaining to this contract.

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 approval by both parties.

Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Louisiana, except as specifically noted.

IN WITNESS WHEREOF, the City-Parish and Proposer have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE,
PARISH OF EAST BATON
ROUGE**

By _____

Title _____
Typed Name and Title

PROPOSER:

By _____

Title _____
Typed Name and Title