

Louisiana



Department of
Social Services
Building a Stronger Louisiana

REQUEST FOR PROPOSALS

For

LASES Information Technology Support

For

Department of Social Services

Office of Family Support

Support Enforcement Services

Date:

August 3, 2009

Table of Contents

- PART I. ADMINISTRATIVE INFORMATION 4
- 1.1 Background..... 4
- 1.2 Purpose 9
- 1.3 Goals and Objectives 9
- 1.4 Definitions..... 9
- 1.5 Calendar of Events..... 11
- 1.6 Proposal Submittal..... 12
 - 1.6.1 Proposers’ Responsibilities..... 12
 - 1.6.2 Certification Statement 13
- 1.7 Proposal Format..... 13
 - 1.7.1 Two-Part Submission..... 13
 - 1.7.2 Legibility/Clarity..... 21
 - 1.7.3 Errors and Omissions in Proposal..... 21
- 1.8 Confidentiality..... 21
- 1.9 Proposer Inquiries 22
- 1.10 Changes, Addenda, Withdrawals..... 23
- 1.11 Cost of Offer Preparation 23
- 1.12 Taxes 23
- 1.13 Proposal Validity 23
- 1.14 Prime Contractor Responsibilities..... 23
 - 1.14.1 Use of Subcontractors 24
- 1.15 Acceptance of Proposal Content..... 24
- 1.16 Contract Negotiations..... 24
- 1.17 Contract Award and Execution..... 25
- 1.18 Cancellation of RFP or Rejection of Proposals 25
- 1.19 Evaluation and Selection 26
- 1.20 Notice of Intent to Award..... 26
- 1.21 Debriefings..... 26
- 1.22 Indemnification and Limitation of Liability..... 26
- 1.23 Payment for Services..... 28
- 1.24 Termination..... 28
 - 1.24.1 Termination of The Agreement for Cause 28
 - 1.24.2 Termination of This Agreement for Convenience 28
 - 1.24.3 Availability of Funds 29
- 1.25 Assignment 29

| | | |
|------|-----------------------------------------------------------------------------------|-----------|
| 1.26 | <i>Audit of Records</i> | 29 |
| 1.27 | <i>Civil Rights Compliance</i> | 29 |
| 1.28 | <i>Record Retention</i> | 29 |
| 1.29 | <i>Record Ownership</i> | 29 |
| 1.30 | <i>Order of Precedence</i> | 30 |
| 1.31 | <i>Contract Changes</i> | 30 |
| 1.32 | <i>Substitution of Personnel</i> | 30 |
| 1.33 | <i>Governing Law</i> | 30 |
| 1.34 | <i>Claims or Controversies</i> | 30 |
| | PART II. SCOPE OF SERVICES | 31 |
| 2.1 | <i>Scope of Work/Services</i> | 31 |
| 2.2 | <i>Period of Agreement</i> | 31 |
| 2.3 | <i>Locations</i> | 31 |
| 2.4 | <i>Deliverables</i> | 31 |
| | PART III. EVALUATION | 32 |
| 3.1 | <i>Cost Proposal - (Value of 40 Points)</i> | 32 |
| 3.2 | <i>Technical Proposal – (Value of 60 Points)</i> | 32 |
| | PART IV. PERFORMANCE STANDARDS | 33 |
| 4.1 | <i>Performance Requirements</i> | 33 |
| 4.2 | <i>Performance Measurement</i> | 34 |
| 4.3 | <i>Damages for Non-Performance</i> | 35 |
| | PART V. ATTACHMENTS | 36 |
| | <i>Attachment A – Statement of Work</i> | 36 |
| | <i>Attachment B – Cost Summary</i> | 43 |
| | <i>Attachment C – Customer References</i> | 44 |
| | <i>Attachment D – State and Local Presence</i> | 45 |
| | <i>Attachment E – Data Processing Consulting Services Contract (SAMPLE)</i> | 46 |
| | <i>Attachment F – Certification Statement</i> | 62 |
| | <i>Attachment G – Sample Work Order</i> | 63 |

REQUEST FOR PROPOSAL FOR LASES Information Technology Support

PART I. ADMINISTRATIVE INFORMATION

1.1 Background

The Louisiana Department of Social Services (DSS) is one of the administrative departments within the Executive Branch of State government in Louisiana. The administrative head of the Department is the Secretary, who is appointed by the Governor. The Vision of DSS is that our services will assist individuals, children, and families to achieve self-sufficiency and promote their well-being.

Within the Department are several offices including the Office of Family Support (OFS). The Office of Family Support is committed to recognition of the basic human needs and civil rights of both customers and employees, respect for the integrity of individuals, children, and families, and the delivery of services and benefits in a fair, equitable, and caring manner. The Title IV-D agency in Louisiana is Support Enforcement Services (SES). SES is a division within OFS that provides Child Support Enforcement (CSE) services to the State of Louisiana. SES puts children first by helping parents assume responsibility for the economic and social well-being, health and stability of their children. Services provided help assure that children receive basic human needs of economic and medical support. The primary customers of SES are the children in need of support. Secondary customers are the two parents of these children. The Director of the SES division reports directly to the Assistant Secretary of OFS. Throughout this RFP, the designation "Department" will mean the appropriate agency/division within the Department depending upon the context of the RFP.

SES provides the following services:

1. Location of Absent Parents
2. Establishment of Paternity
3. Establishment of Support Obligations
4. Collection, Receipt, and Distribution of Support Payments
5. Enforcement of Support Obligation

The SES program in Louisiana is supported by the Louisiana Automated Support Enforcement System (LASES), which is a mainframe application that provides a full range of functionality to support the program. LASES is an interactive on-line system which is a centralized, comprehensive, fully automated, state-operated computer system that maximizes the degree of automation. LASES is a mainframe application using an ADABAS Environment with application code written primarily in Natural. LASES contains approximately 110 database files for data storage, processing, and retrieval. LASES is programmed using Software AG's Natural programming language for the system. CICS is the teleprocessing monitor utilized by LASES. The LASES Web Application has been designed as a 'front-end' to the LASES mainframe system. It is expected that aggregating the contents of several mainframe screens into a single

web page along with usability enhancements will greatly reduce the number of key strokes and overall time required for each business process. It is important to note that any data that is updated using the web page is immediately updated on the LASES database. All functionality provided by these web pages can still be performed using the LASES mainframe screens. These web pages merely streamline the process of accessing LASES data.

LASES consists of external interface modules that send and receive interfaces from various entities inside and outside the State.

The current database files include but are not limited to the following:

- case,
- custodial parent,
- non-custodial parent,
- address,
- child,
- grant,
- obligation establishment,
- debt,
- distribution,
- intercept,
- collection,
- collection history,
- employer,
- New Hire,
- paternity,
- enforcement,
- locate,
- case narrative,
- notice, and
- voice response.

The 8 major subsystems which make up LASES include:

- case initiation,
- locate,
- establishment,
- enforcement,
- case management,
- financial management,
- reporting, and
- security and privacy.

Each of these Subsystems is Briefly Described in the Following Sections.

- **Case Initiation**

The case initiation subsystem accepts, maintains and processes information for non-IV-A services. It also accepts and processes IV-A referrals through a batch interface with the Louisiana Automated Management Information (L'AMI System) and the Medical

Eligibility System (MEDS). L'AMI is the current Louisiana IV-A TANF system and the MEDS system is the state's Medicaid eligibility system. LASES establishes an automated case record for each referral. It accepts and maintains identifying information on all case participants. It also accepts information for non-IV-D orders.

Each of the sequential files, which are input to the file maintenance subsystem is unloaded and backed-up on a nightly basis. In addition, the entire LASES database is backed-up prior to the nightly batch processing. These back-up files serve as the primary source of data should it become necessary to recreate the master files.

- **Locate**

The locate subsystem electronically interfaces with appropriate sources to obtain and verify locate and other information on the non-custodial parent/putative parent or custodial parent. The LASES system interfaces with the Federal Case Registry (FCR), providing new hire, unemployment, quarterly wage data and state case registry information to the FCR. Receives locate and new hire data from the FCR. The system generates documents as needed. LASES also records, maintains and tracks locate activities to ensure compliance with program standards.

- **Establishment**

The establishment subsystem automatically tracks, monitors and reports on the status of paternity establishment, obligation establishment and medical support establishment, while supporting Federal regulations and State laws and procedures. The system generates documents as needed.

- **Case Management**

The case management subsystem automatically directs cases to the appropriate case activity. LASES accepts and processes case updates and provides information to the other programs on a timely basis. It updates and maintains in the automated case record all information, facts, events, and transactions necessary to describe all actions taken in a case. LASES also processes case closures, review and modification of support orders. It manages Responding-State case actions as well as Initiating-State case actions. LASES also communicates with other states using the Child Support Enforcement Network (CSENet).

- **Enforcement**

The enforcement subsystem automatically monitors compliance with child, spousal, and medical support orders and initiates enforcement actions. LASES supports income withholding activities, License Suspension, Federal tax refund offset, State tax refund offset, Unemployment Compensation intercept, and Lottery intercept.

- **Financial Management**

The financial management subsystem automatically processes all payments received from the state's centralized collection unit. LASES accepts and maintains all financial information and performs calculations relevant to the IV-D program.

LASES also sends child support payments to other state agencies using electronic funds transfer.

Each of the sequential files, which are input into the financial management subsystem, is unloaded and backed-up on a nightly basis.

The processing of collections resulting in the daily distribution of inappropriately identified monies also results in the creation of suspense database records.

- **Reporting**

The reporting subsystem maintains information required to prepare Federal reports.

LASES provides an automated daily on-line report/work list (ticklers) to each case worker to assist in case management and processing. It generates reports required to ensure the accuracy of data and to summarize accounting activities. LASES provides management reports for monitoring and evaluating both employee, office/unit and program performance. The reporting subsystem consists of periodic (daily, weekly, monthly, quarterly and yearly) report generation. Additionally, some reports are available as needed (for example, on demand).

These reports are printed and/or distributed online through the use of the state's online reporting system, both at the central print facility for distribution at the DSS/IS State Office level and at the Regional Offices and include the following:

- On a DAILY basis: file maintenance reports, collection and journal entry batch validation processing reports, posting and case edit reports, interface reports, checks/check registers and notices to non-custodial parents.
- On a WEEKLY basis: refunds to non-custodial parents.
- On a MONTHLY basis: distribution calculation control totals, statistical reports, suspense batch validation reports, distribution worksheets, IV-E foster care collection distribution, interface reports, checks/check registers, non-custodial parent notices, and reconciliation reports.
- On a QUARTERLY basis: OCSE 34A.
- On an ANNUAL basis: OCSE 157, non-custodial parent tax offset referral notices, State tax referrals, non-custodial parent consumer reporting referral notices and management reports.

- **Security and Privacy**

The security and privacy subsystem complies with the Office of Family Support's written policies concerning access to data by State agency personnel and sharing of data with other persons. This permits access to and use of data only to the extent necessary to carry out the State program and specify data that may be used for particular program purposes, and the personnel permitted access to such data.

On-line access to LASES is restricted by the IBM proprietary product Remote Access Control Facility (hereafter referred to as RACF). RACF further enhances LASES security by giving only legitimate users access to the LASES CICS teleprocessing monitor. On-line access is further restricted by the user group profiles. Personnel are assigned these profiles according to the specific work assignments. These profiles

allow access to certain functional areas and screens within LASES. Natural Security also secures the LASES databases.

Through these various security features, LASES functions are restricted to authorized individuals.

DSS/IS computer operations provide services to DSS and the Department of Health and Hospitals. DSS/IS currently supports 52 application systems for these two departments and they are networked to 209 parish/state offices, providing on-line services to approximately 10,000 devices, either through LANET or directly to numerous other state and federal agencies and to selected contractors providing services to DSS. Of these 10,000 devices, approximately 3,400 PCs are for OFS. Of these 3,400 devices, approximately 800 PCs are now connected to LASES for use by the SES workforce.

DSS/IS Applications Programming maintains, enhances, and develops the application systems for DSS. This unit is currently responsible for more than 20 different application systems, including LASES. It provides a full range of automated applications acquisition, transfer, development, and maintenance services, including information processing requirements definitions; feasibility studies; systems design, programming, testing and system conversion; planning and budget preparation; and assistance for client agencies. The continuing liaison with client agencies in reviewing needs for new applications and assessing effectiveness of present applications is also a primary service. Database design and administration are the responsibility of this group as well.

DSS/IS Technical Support is responsible for the operating system software, IBM, and third-party utilities, capacity planning and network software support for DSS.

DSS/IS Operations is responsible for the DSS' Computer Center (DSSCC), which operates using an IBM CMOS 9672 Model RD6 Central Processing Unit (CPU). This group utilizes a wide variety of software products, including automated job scheduling, and report distribution, to provide data processing services to the Office of the Secretary, the Office of Family Support, and the Office of Community Services. Additionally, DSSCC provides data processing services to the Department of Health and Hospitals.

This data center is one of the most comprehensive, centralized computing environments in the State of Louisiana, supporting a variety of batch and on-line computer services. Access to the DSS/IS mainframe computer is controlled by the Resource Access Control Facility (RACF) security software system, as well as Natural Security.

DSS/IS Support Services responsibilities include security administration, internal payroll, personnel transactions, billing and tracking, coordination, and performing internal audit functions.

DSS/IS Network Support is responsible for overseeing and coordinating all of the telecommunications system and services provided to various DSS organizations. These communications services include an integrated state data network and other systems support based on current telecommunications technologies. A broad range of engineering and technical assistance services, including planning and design for new or added systems is provided for state agencies and institutions across the state.

Additionally, this group supports a point-to-point network that services local offices in all 64 of the State's parishes through more than 10,000 remote devices.

Administrative Support administers the electronic mail system and coordinates the acquisition of supplies.

DSS/IS Personal Computer Support and PC support contractor encompasses the maintenance of the Local Area Network (LAN) and PC network within Information Services. They also support the Office of Management and Finance's existing LAN and wide area network. They support these networks with diagnostic software but do not provide application software support. This unit supports all DSS/IS LASES support staff.

1.2 Purpose

DSS is conducting a fair and impartial competitive procurement process to solicit proposals from qualified contractors interested in providing significant Information Technology services for the Louisiana Automated Support Enforcement System (LASES). These services will be based on an hourly rate.

This RFP does not require the provision of any computer equipment, and proposers responding to this RFP are not expected to provide equipment to the State of Louisiana.

1.3 Goals and Objectives

Primary goals and objectives are to acquire the services of a Contractor to provide Information Technology services for the LASES. The contractor will augment the State's DSS/IS and SES staff efforts to implement enhancements and modifications to the LASES that will make the system more efficient, robust, and user friendly.

The contract goal is to increase the level of services provided to the children of Louisiana, while maintaining a cost-effective program that meets the federal requirements.

Attachment A – Statement of Work contains the scope of services and deliverables or desired results that the State requires of the Contractor.

1.4 Definitions

- A. **Agency** – Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- B. **Can** – The term “**can**” denotes an advisory or permissible action.
- C. **Contractor** – The Proposer awarded the Contract as a result of this RFP.
- D. **Could** – The term “**could**” denotes an advisory or permissible action.

- E. **Dishonesty of Employee** – means dishonest acts committed by an “employee of the Contractor”, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
- Cause one to sustain loss; and/or
- Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, or pensions) for the “employee”, or any person or organization intended by the “employee” to receive that benefit.
- F. **DSS** – The Department of Social Services.
- G. **DSSIS** – Department of Social Services Information Services.
- H. **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.
- I. **Employee** – includes any person employed by contractor, under a written agreement between you and the contractor, to perform duties related to the contract.
- J. **Genetic Testing** - Testing for the purpose of determining paternity includes, but is not limited to, the collection and analysis of blood or tissue samples.
- K. **LASES** – Louisiana Automated Support Enforcement System (The child support mainframe computer application).
- L. **LWO** - LASES Work Order
- M. **May** – The term “**may**” denotes an advisory or permissible action.
- N. **MSS** – Medical Support Services
- O. **Must** – The term “**must**” denotes a mandatory action or requirement.
- P. **Occurrence** – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.
- Q. **OFS** – Office of Family Support.
- R. **Program** – The divisions of Department of Social Services, i.e., Office of Family Support (OFS), Support Enforcement Services (SES), Temporary Assistance for Needy Families (TANF), Food Stamps, Strategies to Empower People (STEP), Office of Community Services (Foster Care/Day Care providers), and Louisiana Rehabilitation Services.
- S. **Proposal** – The formal written response to this document.
- T. **Proposer** – Company or Firm responding to this RFP

- U. **RFP** – Request for Proposal (This document).
- V. **SES** – Support Enforcement Services, Louisiana’s Child Support Agency.
- W. **Shall** – The term “**shall**” denotes mandatory requirements.
- X. **Should** – The term “**should**” denotes an advisory action and is not mandatory.
- Y. **SOW** – Statement of Work
- Z. **State** – The State of Louisiana, Department of Social Services, Office of Family Support, Support Enforcement Services.
- AA. **Obligors** – Those persons designated to provide child and/or medical support.
- BB. **Child Support** – A legally enforceable obligation of a parent to provide support for (a) child(ren).
- CC. **LaPAC** – The State’s online electronic bid posting and notification system, located on the Office of State Purchasing website www.doa.louisiana.gov/osp and is available for vendor self-enrollment.
- DD. **Will** – The term “will” denotes a mandatory action or requirement.

1.5 Calendar of Events (The state reserves the right to deviate from this schedule.)

| <i>Event</i> | <i>Date</i> |
|-----------------------------------------------------------------------------------------|-------------------------------------------------|
| Issue Request for Proposal | August 3, 2009 |
| Deadline for receiving Proposers inquiries | August 17, 2009 – 3:00 p.m. (CDT) |
| Issue responses to Proposers inquiries | August 31, 2009 – 3:00 p.m. (CDT) |
| Final 3-day Inquiry deadline for DSS’ response to previously submitted vendor questions | September 4, 2009 – 3:00 p.m. (CDT) |
| Proposal submission deadline | September 18, 2009 – 3:00 p.m. (CDT) |
| Notice of Intent to Award | To be determined |
| Begin Contract negotiation | To be determined |

1.6 Proposal Submittal

The RFP is available in electronic form at
<http://www.dss.state.la.us/departments/dss/RFPS.html>

All proposals shall be received by the DSS **no later than 3:00 P.M. (CDT) on the date shown in the Calendar of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information:

Proposal Name: LASES Information Technology Support

Proposals may be **mailed** through the U. S. Postal Service to:

Richard Howze, I.T. Director
Department of Social Services
P. O. Box 3957
Baton Rouge, LA 70821-3957

Attention: **Kathy Trivette**

Proposals may be **delivered by hand or courier service** to:

Richard Howze, I.T. Director
Department of Social Services
627 North 4th Street, 7th Floor
Baton Rouge, LA 70802
(225) 342-4199

Attention: **Kathy Trivette**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. DSS 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 due date and time shall result in rejection of the proposal.

1.6.1 Proposers' Responsibilities

If the proposer fails to comply with any of the mandatory requirements, the Department shall consider the proposal to be unacceptable and reject it from further consideration.

The proposer must be the prime contractor on this project, and will be responsible for any subcontractor's performance.

The prime contractor must be designated in the proposal, and the proposal must be submitted under the prime contractor's name.

Proposals must be submitted on or before the date and time specified in subsection 1.5 - Calendar of Events of this RFP.

The proposer must assure the Department that the proposal submitted was developed without collusion with other proposers.

The proposal should be complete so that an evaluation of the proposer's solution can be conducted solely based on proposal contents.

The proposal should address all specifications in each section of this RFP, following the format and content outlined in this RFP. The requirements appearing in this RFP will become a part of the terms and conditions of the resulting Contract. Any deviations from the RFP should be specifically defined by the proposer in its proposal that, if accepted by the State, becomes part of the Contract, but such deviations must not have been in conflict with the basic nature of this proposal.

Proposers should submit all required forms, checklists, and cost schedules with their proposal.

Proposals must be signed by an individual authorized to bind the firm to the commitments required in the RFP as well as to the price offered in the proposal.

Proposals must contain an unequivocal positive statement that the firm will supply all the services and products required in this RFP for the fixed price offered in the proposal.

1.6.2 Certification Statement

The Proposers shall sign and submit the Certification Statement shown in **Attachment F** and all information required by the Certification.

1.7 Proposal Format

1.7.1 Two-Part Submission

Proposers shall submit proposals in two parts:

VOLUME I - TECHNICAL PROPOSAL
VOLUME II - COST PROPOSAL

NOTE: All pages of each proposal volume should be consecutively numbered from beginning to end. No pricing information should be included in the Technical Proposal.

Proposers should submit a proposal which includes enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of work as described herein. Proposer should respond to all areas requested.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Proposer should examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal will be at the proposer's risk.

Proposer should ensure that their proposal contains sufficient information for the state to make its determination by presenting acceptable evidence that the proposer has the ability to perform the services called for by the contract.

The State requests that **seven (7)** printed copies and **two (2)** copies on Compact Disk (CD) of the proposal (Technical and Cost), be submitted to the RFP Coordinator at the address specified. At least **one (1) copy** of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal required to be provided by a notation in the lower left corner of the cover (of each volume) with the words "**Signed Original**".

This copy will be retained for incorporation by reference in any contract resulting from this RFP. Proposals must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations.

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

The Technical Proposal should be submitted to the State in a separate package and be clearly marked: "**Technical Proposal in Response to RFP**".

The Technical Proposal should include the following:

- Cover Letter
- Table of Contents
- Executive Summary
- Corporate Background, Experience, and Qualifications
- Proposed Project Staff Experience
- Approach and Methodology
- Approach to Accomplishing Scope of Work
- Innovative Concepts
- Other Information

The Cost Proposal should be submitted to the State as a separate package and clearly marked: "**Cost Proposal in Response to RFP**".

The Cost Proposal should be submitted on Attachment B.

If the separate proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container should fully describe the contents of the package and should be clearly marked:

“Contains Separate Technical and Cost Proposals”

State of Louisiana, Department of Social Services

Consulting Services Agreement

Request for Proposals

Name of Proposer:

Date

- A. **Cover Letter**: Containing summary of Proposer’s ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the State. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority.

Proposers should state their understanding and approach to the project.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.

- C. **Executive Summary**: The executive summary should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number and the stipulation that the proposal is valid for a time period of 90 days from the date of submission.

It should also condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the proposer’s entire proposal. Proposers should summarize their understanding of the problem being addressed by this RFP and the objectives and intended results of the project, as well as the scope of work.

The proposer should describe how their staffing plan and certification levels will enable them to meet our standard of performance service levels in **Part IV – Performance Standards, Section 4.2 Performance Measurement**. The plan should describe how they will work with existing state staff responsible for systems support and how they will provide knowledge transfer system changes.

If the proposal materially deviates from the requirements of this RFP, the proposer should specifically describe how their proposal differs from the RFP, why it differs, how the difference will benefit the State of Louisiana.

The proposer should address specific language in **Attachment E (Sample Generic Contract)** and submit whatever exceptions or exact contract modifications that the firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should address the specific language in the sample contract attached and submit with their proposal with any exceptions or exact contract deviations that their 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.

No evaluation points will be awarded for the executive summary and it should not exceed 10 pages in length.

D. Corporate Background, Experience, and Qualifications:

- The proposer should give a brief description of their company including a brief history, corporate structure and organization, the number of years in business, and copies of their three latest financial statements, preferably audited.
- Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. Proposers should include in their submitted proposals such financial documentation as they believe sufficient to establish their financial capability. Financial statements should include a balance sheet and an income statement. The State reserves the right to request any additional information to assure itself of a proposer's financial status.
- Proposer should provide the names of all clients to whom similar services have been provided within the last (3) years, contractual rate, the exact function performed by the proposer, the dates the proposer performed the work, and the names, addresses, and phone numbers of persons who can verify the accuracy of the information or the quality of service that the proposer has provided in the past. See **Attachment C, Customer References**. The State reserves the right to obtain information from any resources deemed necessary regardless of whether the Proposer provides the source.
- Proposal should demonstrate corporate awareness and commitment to the needs and objectives of the Department of Social Services, Information Services.

E. Proposed Project Staff:

The state believes that the contractor must commit cohesive, dedicated, highly skilled personnel. The proposal should include roles and responsibilities for each person. As was previously mentioned, the State seeks to maximize the technical maintenance/enhancement dollars available to it while minimizing development and technical inefficiencies of enhancing and maintaining the LASES. Therefore, experience will be a key evaluation criteria. Proposers should provide experienced management and technical staff as part of its proposal. Proposed staff should have an effective blend of skills in complex systems maintenance and enhancement environment knowledge. Proposers should provide experienced management and technical staff as part of its proposal. This RFP has specified that level of effort and cost estimating are extremely important. Proposers should clearly describe the experience in these areas of the management/supervisory staff being bid including experience in the methodology and tools to be utilized.

The current resumes or representative resumes and qualification summaries of proposed personnel should include:

- Detailed information about the experience and qualifications of the proposer's assigned personnel and subcontractors (if any). The resume should include current certifications.
- Education, training, technical experience, functional experience, specific dates, and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.
- A minimum of three references for each resume (name, title, company name, address and telephone number) should be provided for cited projects in the individual resumes.
- Experience with and length of time employed by the proposer.
- Experience with Natural/ADABAS and all necessary tools.
- Experience in automated Child Support Enforcement Systems and Federal CSE regulations is highly desirable and proposals that include experienced CSE staff will be scored higher in that category.
- Ability to build Web Pages that are J2EE compliant using DSS provided access to ADABAS.
- Experience in other software applications that work in conjunction with Natural/ADABAS to maximize efficiency and provide increased support for the user community.
- All developers/analysts must be physically located in the continental United States.
- All developers/analysts must be able to readily travel to Baton Rouge for Joint application Design (JAD) sessions, meetings, etc...
- All developers/analysts must have the ability to write business design documents and technical design documents.

Note: The proposer is responsible for verifying reference contact information, including but not limited to phone numbers and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or inaccurate contact information could affect the score in this category.

F. Approach and Methodology:

This section of the proposal should describe the approach and methodology used by the proposer. This section should describe the:

- Proposer's understanding of the nature of the Department of Social Services and how their proposal will best meet the needs of the state.
- Proposer should define the functional approach in providing the services.
- Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
- Approach to Project Management and Quality Assurance.
- Escalation procedures to be followed by the proposer to resolve problems, issues, and/or changes.

- Procedures to be used to provide updates and status information in a written and/or oral format, and to interface with State management.
- Sign-off procedures for the major decision-making points of the work plan
- Approach to obtaining State approval of deliverables.
- An indication, by deliverable, of the allocated turnaround time for State review, acceptance or rejection of deliverables.
- Approach to monitoring performance standards and overall performance monitoring plans.
- automated support tool(s) that will be used to plan, track, and report project status, DSS Desktop software.
- sample project status/updates reports (and frequency) the proposer will use;
- methods used by the proposer to track and report financial expenditures associated with the contract;
- methods and procedures to allocate, track, and report resource time to project milestones, deliverables, and tasks.
- system design, modification, and documentation standards to be used;
- approach to capacity analysis determination, including assumptions and relationships to; the hardware, software, data, and telecommunications architecture of the system and the Louisiana technical computing environment.

G. Approach to Accomplishing Scope of Work: This section should describe the proposer's approach to each of the tasks and deliverables described in **Attachment A, Statement of Work and in Section 4.2 Performance Measurements.** The Proposal should include a logical, clear, and detailed statement of methodology for each contractual requirement. Mere assertion or affirmation that a requirement will be met will not be considered an acceptable response.

Proposers should detail their methodologies and the types of controls that will be employed to ensure precise estimates and accurate progress reporting. For each task, Proposers should incorporate detailed descriptions of their approach to:

- providing comprehensive and accurate estimates to perform work in response to State generated work orders (or similar vehicle as may be proposed in the bid and accepted by the State);
- establishing stringent controls to ensure the accuracy of the level of effort estimates, completion times, and cost estimates prepared by the Proposer;
- utilizing industry standard methodology and tools to track percent complete, resource allocation, resource usage, and variance reporting for project tasks;
- providing experienced management and technical staff resources; and
- providing detailed weekly reporting to the State including, but not limited to, timesheets, hours expended to date, hours remaining to complete tasks for each staff member, total planned versus total expended hours, and variance reporting.

These areas are explained in more detail as follows:

Level of Effort/Cost Estimating

Maximizing technical maintenance/enhancement dollars and minimizing development and technical inefficiencies are extremely important to the State. Therefore, it is incumbent on the Proposer to be experienced in estimating development costs and delivering those products on time and on budget.

Proposers should describe their development methodology, resource allocation, and estimating tool(s) that will enable them to provide accurate levels of effort, task completion times, and cost to complete each component of work. The State anticipates issuing work orders to identify the specific tasks that are to be addressed. These tasks will come from a priority list maintained by the State identifying all potential enhancement and maintenance items in the work queue. However, Proposers are free to offer alternative methods to divide and describe the work that may facilitate more accurate and reliable estimating.

Once the units of work have been defined, the Contractor will submit cost and time estimates, identify staffing resources, and identify State participation, if any, needed to facilitate the completion of the task. Depending on the size of the task, a detailed task plan and schedule may also be required. The State will then review the estimates and plan. No work will commence until State approval and a written order to proceed has been issued.

Management and Control of Work

Contractor should stringently manage and control work efforts in order to ensure that agreed upon timeframes, costs, and quality are being achieved. Proposers should describe their management structure and their internal controls for managing time and quality. Proposers should describe their process for continually evaluating their estimating techniques to ensure greater precision in estimating costs. Contractors should constantly check progress against their estimates and report the results to the State.

Methodology and Tools to Track Task Details

Tracking and managing Contractor staff time and effort per task are critical to the State. Therefore, the level of detail, reporting capabilities, and understandability of progress related information are vital to the State's interests. Proposers should detail the methodology and tools to be utilized to track and report tasks in detail including percent complete, resource allocation, resource usage, and variance reporting for project tasks. Proposers are at liberty to propose methodologies and tools they are most familiar and that meet the objectives of the State for timely and regular assessments and progress reports.

Providing Detailed Weekly Reporting to the State

State visibility into the details of Contractor work performance is a vital element of the project. The State will be closely examining progress, quality, and adherence to estimates. Contractor is required to submit bi-weekly status reports and detailed information concerning efforts as they relate to specific tasks and activities. As a result, Proposers should describe their anticipated methodology and format for providing information including timesheets, hours expended to date, hours remaining to complete tasks for each staff member, total planned versus total expended hours, and variance reporting. Proposers should include samples of the reports to be submitted on a weekly basis. At a minimum, samples of timesheets, hours expended to date, hours remaining to complete tasks for each staff member, total planned versus total expended hours, and variance reporting should be presented.

The Contractor's Project Manager must attend scheduled project status meetings to discuss the contents and results of reports and documents.

G. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.

- If the proposal's Approach and Methodology meet the needs of the state, proposed innovative concepts will be evaluated and scored.
- Proposed innovative concepts will be evaluated on their usefulness, practicality, and likelihood of successful implementation.
- The detailed statement of needs and requirements for Proposer's in the preceding pages is not intended to limit the Proposer's creativity in preparing a proposal. Innovative ideas, new concepts, partnership arrangements, optional features and specialized services may be presented with this RFP for consideration.

I. Other: Any other information deemed pertinent by the proposer, including terms and conditions which the Proposer wishes the State to consider, should be included.

J. Cost Proposal: Proposer's costs shall be submitted on the **Cost Summary, Attachment B.** A statement should also be included stating that the price quoted will be in effect until a contract is approved.

Prices proposed should be submitted on the price schedule furnished in **Attachment B.** **Proposed costs shall be the fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. Hourly rates shall be firm for the entire term of the contract.**

1.7.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practical. Each proposal section should be addressed.

The proposer's response should demonstrate an understanding of the requirements of the State. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP is also desired. Each proposer is solely responsible for the accuracy and completeness of its proposal.

Emphasis should be on completeness and clarity of content. Proposers should number the pages in their proposal. The proposal should be presented in three-ring binders with each section indexed with labeled tabs. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as a separate appendix to the technical proposal.

If publications are supplied in response to a specific RFP requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.

1.7.3 Errors and Omissions in Proposal

The State 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 State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.8 Confidentiality

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. **Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.**

The State reserves the right, however, to make any proposal, including proprietary information contained therein, available to OCR personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State 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.

1.9 Proposer Inquiries

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing, signed by an authorized agent of the State, and received by 3:00 P.M. (CDT) on the Inquiry Deadline date set forth in the Calendar of Events. Inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires responsible and interested proposers to conduct their in-depth RFP review and submit inquiries in a timely manner.

Further, the State realizes that additional questions or requests for clarification may generate from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, **a final 3-day inquiry period shall be granted.** Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to the DSS Website www.dss.state.la.us and www.doa.louisiana.gov/osp (LaPAC). If necessary, another addendum will be issued to address the final questions received. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted, in writing, by an authorized representative of the proposer, clearly cross-referenced to the relevant RFP section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this RFP shall be submitted in writing to:

**Richard Howze, I.T. Director
DSS Office of Information Services
P. O. Box 3957
Baton Rouge, LA 70821**

E-mail: dickie.howze@dss.state.la.us

Copies of inquiries concerning this RFP shall also be submitted to the following:

Name: **Kathy Trivette, IT Management Consultant**
DSS Office of Information Services
P.O. Box 3957
Baton Rouge, La. 70821

E-Mail: ktrivett@dss.state.la.us

1.10 Changes, Addenda, Withdrawals

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted, prior to the proposal due date, in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope. Such changes or addenda shall meet all requirements for the proposal.

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 RFP coordinator.

1.11 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.12 Taxes

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

1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such time as an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's time limit is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all services offered in his proposal whether or not he provides them. The State 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.

1.14.1 Use of Subcontractors

- A. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in this RFP and the proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which involves subcontract(s) with other Proposer(s), provided that the prime contractor acknowledges total responsibility for the entire contract.
- B. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.
- C. If the prime contractor intends to use a subcontractor, the proposal should include specific designations of the tasks to be performed by the subcontractor. Also, the Proposer should state the name of the Subcontractor(s); and should provide, for each proposed Subcontractor, a copy of a fully executed agreement or a signed Letter of Intent confirming that the Prime/Subcontractor relationship exists. These agreements/letters should be included as a clearly labeled attachment to the Proposal.
- D. Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract.
- E. It is the preference of the State that the Subcontractor be located in the United States.

1.15 Acceptance of Proposal Content

The RFP and the proposal of selected Proposer 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.

1.16 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow price alterations. DOA, Office of Contractual Review must approve the final contract form to complete the process.

1.17 Contract Award and Execution

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors considered. The State intends to award to a single Proposer.

A sample **Data Processing Consulting and Support Services Contract, Attachment E**, will be utilized for negotiating the services requested in the RFP with the highest scored proposer.

The following Contract terms are required and are not negotiable.

| | |
|------------------------------------|-----------------------------------------|
| TAXES | RIGHT TO AUDIT |
| TERMINATION FOR CAUSE | AMENDMENTS IN WRITING |
| TERMINATION FOR CONVENIENCE | FUND USE |
| REMEDIES FOR DEFAULT | NON-DISCRIMINATION |
| AVAILABILITY OF FUNDS | ENTIRE AGREEMENT and |
| ASSIGNMENT | ORDER OF PRECEDENCE |
| INSURANCE | RECORD OF OWNERSHIP |
| SUBCONTRACTOR INSURANCE | PERSONNEL |
| INDEMNIFICATION | FORCE MAJEURE |
| PAYMENT FOR SERVICES | GOVERNING LAW |
| EEOC | FEDERAL CLAUSES (identified in |
| RECORD RETENTION | Attachment E - (Sample Contract) |

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

The Contract shall become effective after review and approval by the Director of the Office of Contractual Review (OCR), Division of Administration (DOA); the Secretary of Department of Social Services (DSS); Office of Child Support Enforcement (OCSE); and all other applicable review agencies and after signature by authorized representatives for each party hereto. By their signature, each representative of each agency confirms that they have the proper and legal authority to sign and bind their organization and that each party has the legal rights and power to perform all acts required by the contract.

1.18 Cancellation of RFP or Rejection of Proposals

The Department of Social Services is not obligated to award. Further, the Department of Social Services reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the DSS Evaluation Committee for the purpose of selecting the Proposer with whom the State may contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposer's to make this determination.

The Evaluation Team will individually score the proposals using the Evaluation Criteria outlined in Part 3. Scores will be compiled to arrive at the highest scored proposal. Written recommendation for award shall be made to the **Agency Head** for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the State.

The proposal should thoroughly explain the proposed technical approach and describe how it will achieve the objectives of this procurement. At a minimum, proposals should address all basic requirements outlined in this RFP.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Proposer is expected to examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal will be at the proposer's risk and may, at the discretion of the agency, result in disqualification.

1.20 Notice of Intent to Award

Upon review and approval of the evaluations committee's and agency's recommendation for award, DSS will issue a Notice of Intent to Award letter to the apparent successful Proposer.

DSS will also notify all Proposers in writing as to the outcome of the evaluation process.

1.21 Debriefings

The participating Proposers may schedule debriefings after the Intent to Award letter has been issued by contacting the DSS. Contact may be made to Charlene Worley (225) 219-7688 or E-mail to cworley@dss.state.la.us, to schedule the debriefing.

1.22 Indemnification and Limitation of Liability

Neither party of the resulting contract shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties

shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

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

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or

records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.23 Payment for Services

DSS shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment B – Cost Summary**. The Contractor may send invoices monthly to:

DSS, OFS, Support Enforcement Services
P.O. Box 94065
Baton Rouge, La. 70804-4065
Attention: Charlene Worley.

Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract number.

1.24 Termination

1.24.1 Termination of The Agreement for Cause

The State may terminate this agreement for cause based upon the failure of Contractor 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 State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have 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 State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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

1.24.2 Termination of This Agreement for Convenience

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

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

1.24.3 Availability of Funds

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.25 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.26 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Social Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.27 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this 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 Contractor, 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.

1.28 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

1.29 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance

of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. The State and Contractor shall also guarantee the Federal Government a Royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes (Ref 45 CFR 95.617, Sec. 95.17(b) Federal License).

1.30 Order of Precedence

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

1.31 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of DOA, Office of Contract Review.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.32 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.33 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.34 Claims or Controversies

Any claims or controversies shall be resolved in accordance with Louisiana RS 39:1524-1526.

PART II. SCOPE OF SERVICES

2.1 Scope of Work/Services

Attachment A details the Scope of Work and deliverables or desired results that the State requires of the vendor.

To control and implement the requirements of this project, the Department will use Support Enforcement Services (SES) personnel to monitor and oversee the selected vendor. The State personnel assigned to this project will be responsible for dealing with the vendor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. The Project Director will be Charlene Worley, FS Program Director assigned to Support Enforcement Services.

In addition, State staff will have the following roles and responsibilities:

- Review all written deliverables, and will, if necessary, respond with comments within five business days after receipt of each deliverable.
- Responsible for the supervision, direction and control of its own personnel.
- Providing log-on access to LASES and other department applications deemed necessary to carry out the terms and conditions of the contract.
- Notification to the Contractor of complaints it receives about the Contractor.

2.2 Period of Agreement

The term of any contract resulting from this RFP shall be for a period of twelve (12) months, with an option by the State, to extend the contract terms for two (2) additional twelve-month contract renewals for a total contract period of thirty-six (36) months.

2.3 Locations

It is the preference of the State that the Contractor be located in the United States. The Contractor shall be responsible for all of its own office space, clerical and technical support, furniture, copy equipment, secured record storage, telephone, and data and phone line installation.

2.4 Deliverables

See **Attachment A, Statement of Work.**

2.5 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein on **Attachment B**. Prices submitted shall be firm for the term of the contract.

PART III. EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material provided, not on the basis of what may be inferred.

Proposals will first be evaluated for Proposer's Technical Proposal (Firm, Staff Qualifications and Approach) according to the criteria listed in **Section 3.2**.

Criteria

3.1 Cost Proposal - (Value of 40 Points)

Cost Proposals will be evaluated separately. Prices proposed shall be firm. The cost evaluation will be based upon the fixed hourly rates submitted by the Proposer on the **Cost Summary, Attachment B**. Proposers must propose prices for all job specifications. If more than one classification and rate is proposed, the average of the fixed hourly rates shall be the proposed price for evaluation purposes. Proposer's cost must be inclusive of all fees and charges, including travel.

The Agency will evaluate and score the Proposer's hourly rates as per the hourly rates for the staff indicated on **Attachment B**.

The following formula will be used to assign the points for cost:

Cost points = (lowest total cost/specific Proposer's total cost) X total cost points

3.2 Technical Proposal – (Value of 60 Points)

Firm - 5 Points

Proposals must include the proposer's most recent annual report, financial statement, or other evidence of the company's financial status. Proposals should fully document the proposer's financial and technical resources, which should be sufficient to demonstrate and support the proposer's ability to successfully complete a project of this scope.

Proposals should include references to the proposer's experience providing Information Technology Services for Child Support Systems as per the requirements set forth in **Attachment A, Statement of Work**.

Proposals should demonstrate an awareness and commitment to the business goals and technical objectives of the DSS, Office of Family Support, Support Enforcement Services.

DSS expects the proposer to have their own internal escalation procedures to their experts. Firms that have these types of procedures will be given additional points.

Project Staff - 40 Points

Staff should have proven experience in developing and managing a Child Support Services System for Child Support Enforcement.

Approach – 15 Points

Proposals should include a logical, clear, and detailed statement of methodology for each task as identified in **Attachment A, Statement of Work**.

PART IV. PERFORMANCE STANDARDS

All work shall follow the workflow guidelines defined in the most current version of DSS Policy 5.1 (**Attachment G – Information Technology and Process Management**) and its supporting documents.

The nature of the contract will be based on hourly rates with actual work being defined through the issuance of work orders or some other such mechanism as may be proposed in this bid process and accepted by the State. These work orders would include one or more of the areas identified below

- requirements investigation and specification;
- User Requirements Document business design investigation and specification;
- technical design document ;
- programming and unit testing;
- system testing;
- user acceptance/integration testing support;
- implementation support;
- system documentation; and
- project and team management.

For individual task objectives, the LASES Work Order (LWO) or similar adopted methodology from the Proposer's bid, will identify specific units of work and components to be accomplished. **Attachment G (Sample Work Order)** provides a sample format of what of work order may look like. The contractor will take the LWO and develop plans and appropriate time, resource, and cost to complete estimates. In some cases, the State will provide detailed specifications on the work to be performed. In other cases, the LWO will require the contractor to define the specific requirements and scope for software development based on meetings with State staff.

4.1 Performance Requirements

If Contractor is found to be deficient in its delivery of timely and effective service as described in **Attachment A, the Scope of Work**, the State will notify

contractor in writing detailing such deficiencies. Contractor shall have a period of seven (7) days to correct all deficiencies to the satisfaction of the State.

If, at the end of the seven (7) days, Contractor has not corrected above deficiencies, to the satisfaction of the State, the State may, at its sole discretion and without further notice enforce the actions described in 4.3 Penalties for Non-Performance.

4.2 Performance Measurement

Contractor project performance will be evaluated as based on the requirements described in **Attachment A, Statement of Work**.

Contractor project performance will be evaluated as described below.

4.2.1 Deliverables and Similar Products

The State will review all deliverables and hardcopy products (i.e. user documentation, schedules, plans, and the like) to confirm that they satisfy pre-defined objectives and approval criteria defined between the State and the Contractor. Prior to the submission of deliverables and similar products the Contractor will submit outlines and drafts of the documents for agreement and approval of the basic format and content of the documents. The State will not approve or pay for deliverables and similar products that do not meet the objectives and approval criteria. The State will not approve or pay for deliverables and similar products that contain errors, incomplete material, or that are inconsistent with documented State standards that are available to the Contractor. For example, user documentation must be in the format and structure currently being used for LASES. The State will return written comments on unapproved submissions detailing the problems and requesting re-submission.

4.2.2 Software Products

All design and coding specifications must be approved by the State in writing before actual programming and related development activities can begin. Software design and coding must follow documented State and LASES standards and conventions. Contractor must be especially cognizant that LASES operates under federal and State requirements and all software must be compliant with those requirements. Although it is not anticipated that the immediate work encompasses implementing new compliance functionality, care must be taken that enhancements and maintenance initiatives do not bring the system out of compliance.

The State will Acceptance Test all software products for adherence to the pre-approved design, State programming and database standards, federal and State regulations (where appropriate), and general usability for LASES workers. Software that does not meet these criteria will not be approved. Contractors are required to establish written internal quality assurance processes to ensure that all software development follows a standard process, is consistent with approved

requirements, is effectively unit tested and system tested, and is accurately documented.

4.2.3 Time and Cost Estimates

The State will closely monitor the time and cost estimates developed by the contractor for each work order on a weekly basis. In the event that the Contractor regularly misses due dates and overruns planned levels of effort and costs without the occurrence of agreed extenuating or uncontrollable circumstances, the State reserves the right to require the Contractor to correct these situations by utilizing a different methodology, different automated tools, and/or replacing staff responsible for creating and managing the estimates.

4.2.4 Resource Allocation

The State will monitor staffing levels and staff performance versus plan on a weekly basis. In the event that certain individuals continually fail to accomplish established deadlines in either maintaining scheduled progress or achieving the desired design results, the State reserves the right to request a reassignment or replacement of those individuals.

4.2.5 Status Meetings and Reporting Documents

As indicated earlier, the State will very closely examine all reporting mechanisms provided by the contractor to determine adherence to schedule(s), hours expended, progress, and budget. Contractor reports must provide sufficient detail for this examination. Additionally, written status reports should specifically address progress, activities on-schedule, activities behind schedule, circumstances that could impact progress, and corrective action plans, where applicable.

Weekly status report and/or conference calls will be a forum to discuss all aspects of recent and planned work and to explain details of the reports mentioned above.

4.3 Damages for Non-Performance

If Contractor is found to be deficient in its delivery of timely and effective service as described in **Attachment A, Statement of Work**, the State will notify contractor in writing detailing such deficiencies. Contractor shall have a period of seven (7) days to correct all deficiencies to the satisfaction of the State.

If, at the end of the seven (7) days after notification of deficiencies, Contractor has not corrected the deficiencies to the satisfaction of the State, the State may, at its sole discretion and without further notice, withhold 10% of the total monthly fee as liquidated damages. Any amount withheld as liquidated damages shall be forfeited by the Contractor.

PART V. ATTACHMENTS

Attachment A – Statement of Work

The Statement of Work includes the following subsections:

- Task Objectives
- Scope of Work and Deliverables

Task Objectives

The purpose of this RFP is to acquire the services of a Contractor to provide Information Technology services for the LASES. The Contractor would augment the State's DSS/IS and SES staff to implement enhancements and modifications to LASES.

Scope of Work and Deliverables

The contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below. One or more of these tasks identified in subsection 5.1 through 5.9 may be contained within any given LWO.

5.1 Requirements Investigation and Specification

5.1.1 Task 5.1 Description

The Contractor will identify all requirements, processes, and specifications necessary to complete the particular, defined software functionality. All developers/analysts must be able to provide Business Design Documents. Contractor will meet with appropriate functional, technical, and/or user staff to completely identify the requirements and specifications. All developers/analysts must be able to readily travel to Baton Rouge for Joint Application Design (JAD) sessions, meetings, etc.

Any requirements investigation should also consider whether code applicable to the satisfaction of federal and State child support enforcement requirements may be involved. If so, precautions must be taken so that any modifications do not bring the system out of compliance with federal and State regulations. This consideration must be constantly reviewed during the development and testing cycle.

5.1.2 Task 5.1 Completion Criteria

This task will be considered complete when the Contractor has documented all requirements and specifications necessary to generate a business and technical design and such requirements and specifications have been approved by the State. Enough information must be gathered for the Contractor to accurately estimate or confirm existing estimates for the time, level of effort, and cost to create business and technical designs if those are components of the LWO.

5.1.3 Task 5.1 Deliverables

Unless otherwise specified in the LWO, this task will result in a User Requirement Document detailing all requirements and specifications to move to the business and technical design and, ultimately, programming specifications and coding.

5.2 Business Design Investigation and Specification

5.2.1 Task 5.2 Description

The Contractor will identify all business requirements, processes, and specifications necessary to complete the particular, defined software functionality. Contractor will create a business design specification for the functionality which will include business design workflow(s) and mapping inputs, outputs, manual procedures, and the like. Contractor will meet with appropriate functional, technical, and/or user staff to completely identify the business requirements and specifications.

5.2.2 Task 5.2 Completion Criteria

This task will be considered complete when the Contractor has documented all business requirements and specifications and created a User Requirement Document that accomplishes the desired functionality. The completed User Requirement Document must be reviewed and approved by the State. Enough information must be gathered to allow for the accurate estimation or confirmation of existing estimates for the time, level of effort, and cost to create a Technical Design Document and a MS Project Timeline covering the general scope of the programming effort if those are components of the LWO.

5.2.3 Task 5.2 Deliverables

Unless otherwise specified in the LWO, this task will result in a Business Requirements Design Document that includes, but is not limited to workflows; manual and automated inputs and outputs; and forms. The design must be mapped to the requirements from the previously defined User Requirement Document to ensure that all requirements and specifications have been accounted for. The User Requirement Document must be complete and enable the creation of a Technical Design Document and, ultimately, programming specifications and coding.

5.3 Technical Design Specification

5.3.1 Task 5.3 Description

Contractor will identify all technical requirements, processes, and specifications necessary to complete the particular, defined software functionality. Contractor will create a Technical Design Document for the functionality which will include: database requirements; modules to be modified or created; lines of code to be created, deleted, or modified; on-line or batch processing requirements; data

fields to be updated or modified; inputs, outputs, and user interface features; and all other pertinent programming specifications. Contractor will meet with appropriate functional and technical staff to completely identify and confirm the Technical Design Document. All developers/analysts must be able to provide Technical Design Documents.

5.3.2 Task 5.3 Completion Criteria

This task will be considered complete when the Contractor has created comprehensive programming specifications necessary to enable complete programming activities and those programming specifications have been approved by the State. Enough information must be gathered to allow for the accurate estimation or confirmation of existing estimates for the time, level of effort, and cost for programming and testing activities if those are components of the LWO

5.3.3 Task 5.3 Deliverables

Unless otherwise specified in the LWO, this task will result in a Technical Design Document detailing all requirements necessary to code the functional enhancements or modifications. The specifications must adhere to State standards for format, naming conventions, database usage, and all other technically related requirements as identified by State technical personnel. The programming specifications must also be mapped to the requirements as have been identified in the User Requirements Document. This step may also include the development of a Unit Test Plan whereby the Contractor will submit its planned approach and steps to Unit Testing the programming to be accomplished with the LWO.

5.4 Programming and Unit Testing

5.4.1 Task 5.4 Description

Contractor will code the new and/or modified modules as defined in the Technical Design Specifications. Unit testing of the coded software will also be performed according to an approved Unit Test Plan developed either as part of this task or the previous task, as will be specified in the LWO.

5.4.2 Task 5.4 Completion Criteria

This task will be considered complete when the Contractor has completed programming and unit testing and when those activities/outputs have been reviewed and approved by the State. Enough information must be gathered to allow for the accurate estimation or confirmation of existing estimates for the time, level of effort, and cost for training, software implementation support, and the creation and implementation of on-line documentation if those are specified in the LWO.

5.4.3 Task 5.4 Deliverables

Unless otherwise specified in the LWO, this task will result in the coded software, the Technical Design Document of the work, Unit Test Plan (unless specified as part of a previous task), and Unit Test Results. This step may also require the production of a System Test Plan or that may be included in the next component. The code, naming conventions, JCL, technical documentation, and any other related technical components must be consistent with State standards. The coding and unit testing must also be mapped to the requirements as have been identified in the Technical Design Document.

5.5 System Testing

5.5.1 Task 5.5 Description

Contractor will completely System Test the new/modified code with modules of the LASES application to the extent to be pre-defined by the LASES technical team. The new/modified modules will be tested in a simulated production environment to determine the appropriate interaction with production modules. The extent of the testing will depend on the potential impact of the modifications as judged by State technical and functional staff. Contractor will define a System Test Plan either in this or the previous step as will detailed in the LWO.

5.5.2 Task 5.5 Completion Criteria

This task will be considered complete when the Contractor has completed System Test, all high priority errors have been corrected and re-tested, and the State has approved the System Test Results. The State may require a demonstration of the entire System Test or specified components of the System Test. Contractor will be notified in writing if this will be required. Contractor must also create estimates or re-evaluate existing estimates for time, level of effort, and cost for training, software implementation support, and the creation and implementation of on-line documentation based on information learned or changes that may have occurred during System Test.

5.5.3 Task 5.5 Deliverables

Unless otherwise specified in the LWO, this task will result in a System Test Plan (unless specified as part of a previous task), and System Test Results. The System Test must specifically address requirements as were identified in the Requirements Specifications Document and traced through User Requirement Document Technical-Design Document, and the coding/Unit Test Plan. Test results of those requirements must be specifically recorded as part of the System Test Results. Additionally, if the coding impacted an area of federal certification, it must be demonstrated and recorded that LASES remains compliant with those particular federal regulations.

5.6 User Acceptance/Integration Testing Support

5.6.1 Task 5.6 Description

Contractor will support the State's efforts in User Acceptance Testing and Integration Testing the new/modified software. The State will advise the

Contractor the types of tests that will be run during Acceptance and Integration Testing and the support needed although the specifics of those tests will not be revealed. Contractor will participate in testing planning sessions, as requested, so that it will know the schedule and when certain types of support will be required.

5.6.2 Task 5.6 Completion Criteria

This task will be considered complete when the Contractor has corrected and re-tested all high priority errors that may have been uncovered and the State has approved the Acceptance Test and Integration Test Final Results.

5.6.3 Task 5.6 Deliverables

Unless otherwise specified in the LWO, this task will result in completely tested software by the State and the correction, Contractor re-test, and State re-test of all high priority errors. Any material errors may result in the Contractor having to correct information contained in the User Requirement Document, Technical Design Document, and Technical Documentation previously approved by the State in order to update the information in those sources.

5.7 Implementation Support

5.7.1 Task 5.7 Description

Contractor will provide implementation support to an extent to be defined in the LWO. For smaller implementations, this may involve turning over the approved software, including JCL and operations documentation, and providing telephone support. For larger implementations, this may involve assisting with or writing an Implementation Plan, working with State technical staff on configuration management and operations preparations, attending implementation planning meetings, and providing on-site weekend support. Specifics will be provided on a case-by-case basis as defined in the LWO so that the Contractor can accurately scope the task in terms of level of effort and cost estimate.

5.7.2 Task 5.7 Completion Criteria

This task will be considered complete when the Contractor's LWO-defined implementation tasks have been completed and approved by the State including the successful implementation of the software.

5.7.3 Task 5.7 Deliverables

The deliverables for this task will be specified in the LWO based on the size and projected level of effort of the given implementation.

5.8 System Documentation

5.8.1 Task 5.8 Description

Contractor will develop and implement system documentation for specified software modules. Contractor will work with State staff to develop documentation according to State standards, presentation formats, and appropriate functional content. Contractor will ensure the completeness and accuracy of the documentation and submit draft copies to the State for review and approval before proceeding with the entire documentation set.

5.8.2 Task 5.8 Completion Criteria

This task will be considered complete when the Contractor provides the complete documentation set as will be specified in the LWO and the State has reviewed and approved all materials.

5.8.3 Task 5.8 Deliverables

Unless otherwise specified in the LWO, this task will result in a complete and installed documentation set covering the specifics as will be contained in the LWO.

5.9 Project Team Management

5.9.1 Task 5.9 Description

Under specific circumstances the Contractor may be tasked to lead certain development initiatives. In such circumstances, the LWO will specify the details and extent of the required services such that the Contractor can estimate the required level of effort, staffing considerations, and cost.

NOTE: The Contractor shall provide documentation in DSS standard Desktop Software MS 2000 including: MS Word, MS Project and MS Excel, MS Power Point.

5.9.2 Task 5.9 Completion Criteria

This task will be considered complete when the Contractor successfully completes the specifics for this task as will be detailed in the LWO and such activities receive final approval from the State.

5.9.3 Task 5.9 Deliverables

Any deliverables required for this task will be specified in the LWO. Contractors should describe the types of deliverables they might expect to result from this task.

Additional Requirements

- a. The Contractor shall be responsible for operating and maintaining the system from their facility and provide all hardware and software required by this RFP.
- b. Contractor must maintain all records and have them available for auditing purposes. These records must be turned over to DSS at the termination of this Contract in a fully organized, labeled and easily accessible manner.

- c. **Accessibility Compliance - All material published on the DSS Web Site and DSS Intranet will comply, at a minimum, with Priority 1 requirements as set forth by the World Wide Web Consortium (W3C) Accessibility Initiative. These are guidelines that explain how to make Web content accessible to people with disabilities. Priority One guidelines can be found by accessing the following link:**

<http://www.w3.org/TR/WCAG10/checkpoint-list.html>

Attachment B – Cost Summary

The proposer must provide a fixed hourly rate for each classification proposed for the term of this contract. The rate will be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. This will be used in the evaluation to determine the overall points awarded for Cost.

NOTE: If more than one classification and rate is proposed, the average of the fixed hourly rates shall be the proposed price for evaluation purposes.

| Classification | Fixed Hourly Rate | Average Fixed Hourly Rate |
|-----------------------|--------------------------|----------------------------------|
| | \$ | \$ |
| | \$ | |

Attachment C – Customer References

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____
Brief description of I.T. environment _____

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____
Brief description of I.T. environment _____

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____
Brief description of I.T. environment _____

Attachment D – State and Local Presence

OFFICES IN LOUISIANA:

Contractor _____
Address _____
City _____
Telephone # _____
E-mail _____
of Technicians _____
Certifications _____
Other Support Staff _____

Contractor _____
Address _____
City _____
Telephone # _____
E-mail _____
of Technicians _____
Certifications _____
Other Support Staff _____

Contractor _____
Address _____
City _____
Telephone # _____
E-mail _____
of Technicians _____
Certifications _____
Other Support Staff _____

**STATE OF LOUISIANA
DATA PROCESSING
CONTRACT**

On this ___ day of _____, 20____, the Department of Social Services, hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

The contractor shall provide support services for the support of DSS' statewide network software environment.

1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments, which are made a part of this contract:

Attachment I - Statement of Work

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment IV.

2.3 LICENSES AND PERMITS

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

2.4 SECURITY

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

2.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

2.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment A.

3.2 CONFIGURATION REQUIREMENTS

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

3.3 PROJECT MANAGEMENT

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

- A. Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.
- B. *Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan, which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel

hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

- C. *Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.
- D. *Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.
- E. *Provide Issue Control*. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel*. Contractor shall assign staff that possesses the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment II.

- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. *Other Resources.* Contractor will provide other resources as specified in Sample Contract - Attachment II.

3.6 STATE PROJECT MANAGER

State shall appoint a State Project Manager for this Contract who will provide oversight and assign tasks for the activities conducted hereunder. The State Project Manager is identified in Attachment III. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Section 2.1 Scope of Services.

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources.

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications.

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

- B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Manager will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Manager, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items, which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

- C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items, which, if modified or added, will cause the Deliverable to be approved.

- D. *Resubmitting Corrected Deliverables.* With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Manager will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies, which result from such modifications and Contractor, will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

- E. *Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$_____. Payment will be made only on approval of _____ (Name of Designee).

5.1 PAYMENT FOR SERVICES

The Agency shall pay the Contractor in accordance with the Cost Summary set forth in Attachment B. The Contractor may invoice the agency monthly at the hourly rate as follows:

Billing statements will be accompanied by supporting documentation which indicates the activities for which billing is being made. A monthly retainage of 10% will be withheld by the State to be paid upon approval of the final invoice. Payments will be made by the Agency within approximately thirty (30) days after receipt of, and approval by, the Agency.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

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

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA R. S. 39:1524 – 1526.

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations

act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments, which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

The State and Contractor shall also guarantee the Federal Government a Royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes (Reference: 45CFR95.617, Sec. 95.17(b) Federal License).

10.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after project acceptance, or as required by applicable Federal law.

13.0 RECORD OWNERSHIP

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall,

upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

The State and Contractor shall also guarantee the Federal Government a Royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for government purposes (Reference: 45CFR95.617, Sec. 95.17(b) Federal License).

14.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

15.0 FUND USE (Federal Clause)

Contractor agrees not to use funds received for services rendered under this Contract 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.

16.0 NON-DISCRIMINATION (Federal Clause)

Contractor agrees to abide by the requirements of the following as applicable: Title VI and 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 1972, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

17.0 ANTI-KICKBACK CLAUSE (Federal Clause)

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

18.0 CLEAN AIR ACT (Federal Clause)

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air

Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

19.0 ENERGY POLICY AND CONSERVATION ACT (Federal Clause)

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

20.0 CLEAN WATER ACT (Federal Clause)

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

21.0 CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

22.0 ANTI-LOBBYING AND DEBARMENT ACT (Federal Clause)

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

23.0 HEADINGS

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

24.0 FORCE MAJEURE

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

25.0 GOVERNING LAW

All activities associated with this RFP process shall be interpreted under 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. 39:1498-1528; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

26.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

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

Company Name: _____

Contractor's Signature

Name: _____

Title: _____

Federal Taxpayer Identification Number or
Social Security Number of Contractor

Department of Social Services
Kristy H. Nichols, Secretary

Ruth Johnson, Undersecretary

Date

Richard Howze, Director
Information Services

Date

SAMPLE CONTRACT ATTACHMENT I

1.0 DESCRIPTION OF SERVICES/TASKS

The contractor shall perform the tasks identified in the RFP, **Attachment A, Statement of Work.**

2.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified in the RFP, **Attachment A, Statement of Work.**

3.0 PERFORMANCE MEASUREMENT

The contractor shall abide by the requirements as stipulated in the RFP, **Section 4.2. - Performance Measurement.**

**SAMPLE CONTRACT
ATTACHMENT II
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

The State, at its option, may interview and approve each contract employee proposed for these services. The State reserves the right to request that the contractor replace any contract personnel after assignment if it is determined that: (a) technician does not demonstrate adequate technical skills to perform assigned duties within the project schedule, (b) technician does not possess the necessary human relations skills to work effectively with the users, or (c) technician makes excessive errors which negatively impacts the operation of the software. The contractor will have two (2) weeks to provide a replacement from date of notification and any personnel replaced must have equal or greater level of certifications.

In the event that an employee assigned to the DSS contract is absent in a scheduled event (training or vacation), the contractor must supply a replacement person with equal or greater certification levels. In the event of an illness, the contractor must supply a replacement person with equal or greater certification levels. Failure to comply within two (2) working days to furnish replacements will result in a per hour deduction on the monthly invoice.

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution will meet or exceed the requirements stated herein. A detailed resume of qualifications and justification must be submitted to the State for approval prior to any personnel substitution. It must be acknowledged by the Contractor that every reasonable attempt must be made to assign the personnel listed in the Contractor's proposal.

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

| <u>Name</u> | <u>Responsibilities/Classification</u> | <u>Rate</u> |
|-------------|----------------------------------------|-------------|
| ... | | |
| ... | | |
| ... | | |
| ... | | |

2.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

**SAMPLE CONTRACT
ATTACHMENT III
STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 STATE PROJECT MANAGER

The State Project Manager is the I.T. Applications Manager 1 responsible for LASES and will be the principal point of contact for this contract on behalf of the State.

2.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

3.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

4.0 PC WORKSTATIONS

The State will provide the Contractor with workstations, workstation resident software, and maintenance thereof.

**SAMPLE CONTRACT
ATTACHMENT IV
INSURANCE REQUIREMENTS FOR CONTRACTORS**

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-: VI or higher. This rating requirement may be waived for workers= compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency

reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements state herein.

8.0 Indemnification

The contractor shall protect, defend, indemnify, save and hold harmless the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the State, its agents, representatives and/or employees. The contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

Attachment G – Sample Work Order

STATE OF LOUISIANA
DEPARTMENT OF SOCIAL SERVICES

LASES-ITS Work Order

This Work Order specifies approved work to be done in terms of the State of Louisiana Consulting Services Contract

| | | | |
|--------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------|
| Work Order Number: | | | |
| Description: | | | |
| Authorization: | This Work Order authorizes contractor to begin working on tasks described below for this function. | | |
| Included tasks: | ▪ | Checked items are included in this Work Order. | Estimate (hours) |
| | ▪ | Create initial estimate | |
| | ▪ | Requirements Investigation and Specification. | |
| | ▪ | Business Design Investigation and Specification. | |
| | ▪ | Technical Design Specification | |
| | ▪ | Programming and Unit Testing. | |
| | ▪ | System Testing. | |
| | ▪ | User Acceptance/Integration Testing Support | |
| | ▪ | Training Documentation | |
| | ▪ | Conduct Training | |
| | ▪ | Implementation Support | |
| | ▪ | Warranty support (of changes under this support) | |
| | ▪ | Online Documentation | |
| | ▪ | Project and Team Management | |
| | ▪ | Other (describe): | |
| | | | Total: |
| Approved by: | | | |
| Name: | | | |
| Date: | | | |