

Louisiana



Department of
Social Services
Building a Stronger Louisiana

REQUEST FOR PROPOSALS

For

**Staff Augmentation for Louisiana Department of Social Services
Legacy System Support - TIPS**

Date: October 2, 2009

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REQUEST FOR PROPOSAL FOR Staff Augmentation for Louisiana Department of Social Services Legacy System Support – TIPS

PART I. ADMINISTRATIVE INFORMATION

1.1 Background

Since 2001, The Louisiana DSS (Department of Social Services) has attempted to replace the legacy Tracking Information Payments System (TIPS) without success. TIPS is the Child Welfare Computer System for the State of Louisiana. This mission-critical, large and very complex computer applications system tracks cases and makes payments to providers who care for abused and neglected children.

Only one (1) programmer/analyst has been retained to maintain the legacy system as other TIPS developers were re-assigned to work on the LAKIDS and then ACESS systems. Large state-wide and DSS initiatives such as ERP and Day Care electronic invoicing beginning this year will necessitate this augmentation even further. Although DSS plans again to replace TIPS by 2011, the system must run and be maintained on a daily basis to provide for the department's ongoing processing. State staff will also participate in the upcoming activities to design and develop the new system; therefore, it is more feasible to contract resources to maintain TIPS rather than hire state staff.

1.2 Purpose

DSS is conducting a fair and impartial competitive procurement process to solicit proposals from qualified contractors interested in providing sufficient Information Technology services for the TIPS system.

These services will be based on an hourly rate. The selected proposer will augment the State's DSS IS programming staff to implement enhancements and modifications to TIPS in pursuant of DSS IT Strategic Initiative 4 (support of mission critical computer applications systems).

- TIPS is a computerized on-line, statewide interagency information management and payment system which is capable of tracking client information and generating payments to providers on behalf of OCS clients.
- The TIPS system serves as the State of Louisiana's legally mandated Central Registry and the Louisiana Adoption Resource Exchange (LARE).
- TIPS consist of over 3000 computer programs, 400 screens, and 35 ADABAS files.

- TIPS processes over 450 batch jobs which run daily, monthly, quarterly, semi-annually, and annually (calendar and fiscal year).
- TIPS produces approximately 8,000 checks/direct deposit payments monthly to Foster Care and Adoptive Parents, Day Care and Residential Homes, as well as Worker Reimbursables and Vendors.
- There are approximately 5,000 active Foster Care and Adoption cases at any given time.
- TIPS handles approximately 20,000 to 30,000 Child Abuse reports annually.
- There are approximately 17,450,144 records stored on the TIPS database.
- TIPS is a mainframe system written in Natural/ADABAS on an IBM 2064 Model 103 CPU (645 million instructions per second) with an Integrated Facility for Linux (IFL) - Operating System is z/OS Version 1 Release 4.
- Batch jobs are run via JCL and ZEKE.

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.

The State seeks **One (1) senior-level analyst/programmer** for an engagement from **January 19, 2010 to June 30, 2010**.

1.3 Goals and Objectives

Primary goals and objectives are to provide **one (1) contract programmer** experienced in Natural/ADABAS to provide maintenance and support for the State of Louisiana's Department of Social Services legacy child welfare system for up to 6 months **beginning January 19, 2010 and ending June 30, 2010**. This programmer will provide on-going maintenance and support as well as transition activities as the Department of Social Services plans to replace this legacy system with a modernized version. The contract programmer will work along side existing DSS state programming staff in the same capacity and function.

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. **May** – The term “**may**” denotes an advisory or permissible action.
- K. **Must** – The term “**must**” denotes a mandatory action or requirement.
- L. **Occurrence** – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.
- M. **Proposal** – The formal written response to this document.
- N. **Proposer** – Company or Firm responding to this RFP
- O. **RFP** – Request for Proposal (This document).
- P. **Shall** – The term “**shall**” denotes mandatory requirements.
- Q. **Should** – The term “**should**” denotes an advisory action and is not mandatory.
- R. **SOW** – Statement of Work
- S. **State** – The State of Louisiana, Department of Social Services
- T. **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.
- U. **Will** – The term “**will**” denotes a mandatory action or requirement.
- V. **TIPS** – Tracking Information Payment System. Louisiana Department of Social Service’s legacy child welfare system that handles Foster Care, Adoption, Provider Payments, Case Management, State Central Registry and other functions.

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	October 2, 2009
Deadline for receiving Proposers inquiries	October 16, 2009 – 3:00 p.m. (CDT)
Issue responses to Proposers inquiries	October 26, 2009 – 3:00 p.m. (CDT)
Final 3-day Inquiry deadline for DSS' response to previously submitted vendor questions	October 30, 2009 – 3:00 p.m. (CDT)
Proposal submission deadline	November 13, 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.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&nid=6&pnid=0&pid=7&catid=0>

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: Staff Augmentation for Louisiana Department of Social Services Legacy System Support - TIPS.

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 can 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.

Contract staff listed in the proposal must be the actual contractors who will fulfill the engagement without exception.

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 staff's experience will enable them to meet our standard of performance service levels in **Part IV – Performance Standards, Section 4.2 Performance Measurement**. The proposer should describe how they will work with existing state staff responsible for systems support and how they will provide knowledge transfer of 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 TIPS system. Therefore, experience will be a key evaluation criteria. Proposers should provide experienced staff as part of its proposal. Proposed staff should have an effective blend of skills in complex systems maintenance and enhancement environment knowledge. This RFP has specified that experience is extremely important. Proposers should clearly describe the experience in these areas of the staff being bid including experience in the methodology and tools to be utilized. Representative resumes will not be accepted.

The current 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.

- All developers/analysts must be physically located in the continental United States.
- 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.
- 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.

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 timetables and delivering those products on time.

Proposers should describe their estimating experience that will enable them to provide accurate levels of effort, and task completion times, 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 time estimates 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, 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 weekly status reports and detailed information concerning efforts as they relate to specific tasks and activities. Proposals should indicate experience in this element.

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, 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
EOC	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); and all other applicable review agencies and after signature by authorized representatives for each party hereto. Federal approval of the Contract must also be obtained. 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 will be 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 Richard Howze, 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:

John Molaison
627 N 4th Street, 7th Floor
Baton Rouge, LA 70802

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 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 State 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 **John Molaison** assigned to Don Andries.

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 TIPS 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 six months**, with an **option** by the State, to extend the contract for two (2) additional twelve-month contract renewals and one (1) six-month contract renewal. **The total contract period cannot exceed thirty-six months.**

2.3 Locations

The contractors shall be located on site at 627 N 4th Street Baton Rouge, LA 70810.

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 30 Points)

Cost Proposals will be evaluated separately. Prices proposed shall be firm. The cost evaluation will be based upon the fixed hourly rate submitted by the Proposer on the **Cost Summary, Attachment B**. Proposer's cost must be inclusive of all fees and charges, including travel.

The Agency will evaluate and score the Proposer's hourly rate as per the hourly rate 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 70 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 Natural/ADABAS 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 Department of Social 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 - 60 Points

Staff should have proven experience in developing and managing large, highly-complex computer applications systems written in Natural/ADABAS on an IBM Mainframe environment.

Approach – 5 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** and its supporting documents. This is the Software Development Lifecycle developed by the Louisiana Department of Social Services Information Technology Quality Assurance Office.

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.

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 deliverables and similar products that do not meet the objectives and approval criteria. The State will not approve deliverables and similar products that contain errors, incomplete material, or that are inconsistent with documented State standards that are available to the Contractor.

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 DSS standards and conventions. 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 OCS 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 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 Staff Performance

The State will monitor staff performance 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, and progress. 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 formal and informal meetings 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
- State Staff, Roles, and Responsibilities
- Change Control Procedures
- Additional Requirements

Task Objectives

The purpose of this RFP is to acquire the services of one full time (40 hours per week each) on-site contract programmer to provide Information Technology services for the Department of Social Services. The Contractor would augment the State's DSS/IS staff to implement enhancements and modifications to the legacy TIPS. This contract programmer will work with the current state programmer assigned to TIPS in the same capacity. A summary of the contractor's duties is as follows:

- Product Technical Design Documents following the receipt and analysis of User Requirements Documents (change orders) from the customer agency in accordance to the DSS Software Development Lifecycle.
- From the Technical Design Document: analyze, code, test, document and de-bug applications program modules and/or database fields along with supporting utilities such as JCL and DFSORT. The Technical Design Documents may require the development of new program modules as well as changes to existing modules in a batch/and or on-line environment.
- Perform unit-testing on the modifications to ensure quality before transitioning the changes to the user acceptance test area.
- Attend and participate in JAD sessions in order to gather requirements for new and on-going system design and development.
- Communicate with appropriate DSS staff in order to understand requirements and priorities.

Scope of Work

The contractor is to perform programming development and testing activities as assigned by DSS staff according to DSS specifications. Contractor is to work full time (40 hours per week and overtime if necessary excluding state holidays) along side current DSS state staff in order to participate in the completion of agency priority change requests to the TIPS system or other DSS systems as deemed necessary. Contract staff will use state-supplied software, equipment, materials and other items or accommodations necessary for job functions.

The contractor shall be required to:

- Develop, document and deliver Technical Design Documents according to DSS Application Development standards after receiving and analyzing User Requirements Documents from DSS. Appropriate DSS staff will approve the Technical Design Documents delivered.
- Develop, document and deliver unit tested computer programs and utilities that perform program functions according to specifications in the DSS Technical Design Documents. This will occur after the formal approval of the Technical Design Document by appropriate state staff.
- Develop, document and deliver unit tested programs according to DSS Application Development standards.
- Develop, document and deliver unit tested programs within a timeframe and with a quality of workmanship deemed acceptable to the DSS Project Manager or his/her designee.

State Staff, Roles and Responsibilities

- **John Molaison** will serve as the State Project Manager.
- The State will provide timely access to State Agency staff and documentation as required to complete each of the deliverables.
- The State will provide timely reviews of submitted work products and approve such deliverables when completion criteria are met.
- The State will provide office space, LAN connection, Internal E-mail connection, copiers, use of PC state standard desktop office software (e.g., word processor, spreadsheet), telephones, and miscellaneous office supplies.
- The State will coordinate scheduling of interviews with selected entities and prioritize additional tasks to be completed, as time is available.
- The State will convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.
- The State will review work plans, forms, interview results, draft documents, and reports as related to services being provided. The state agency will review the deliverables and return comments within five (5) business days of the delivery of the deliverables.
- The State will be responsible for the supervision, direction, and control of its own personnel.
- The State will provide safe and free access to those facilities needed to conduct project tasks.
- DSS complies with the Americans with Disabilities Act (ADA). If any individual requires special accommodations, information about the specific accommodation needed should be made known.

Change Control Procedures

- A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment. This also includes changes to contract staff whether affecting the dollar amounts or not.
- B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) will be processed in accordance with express agreement from proper DSS representatives.

Additional Requirements

- 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>
- Contractor shall be located on site at 627 N 4th Street, Baton Rouge LA 70802.
- Fluent English must be communicated both written and orally by the contract staff.
- Contractor shall submit weekly detailed status reports with total hours worked for the week and details demonstrating what was accomplished with the hours used.
- Contractor shall have the following qualifications:
 - Minimum of ten (10) years analysis/programming experience with at least five (5) years experience in Natural/ADABAS in a mainframe environment.
 - At least one (1) year of experience of programming experience in state government child welfare systems.
 - At least one (1) year of experience in JCL, DFSORT, Microsoft Word, and Microsoft Excel.

Attachment B – Cost Summary

The Proposer must provide a fixed hourly rate for the resource identified in Part I – Administrative Information - Item 1.2 - Purpose. The rate will be for the term of this contract. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

Requested Staff	Qty	Hours Per Resource	Cost Per Hour	*Cost
	1	1040	\$	\$
**TOTAL COST				

***Cost is calculated as follows:**

$$\text{(Hours Per Resource) X (Cost Per Hour) = Cost}$$

****Total Cost – The total cost is the amount used for Cost Points in the Evaluation Process.**

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 thirty months 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.

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 _____ 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.

