

Louisiana



REQUEST FOR PROPOSALS

**Support for Project Management Office (PMO),
Quality Assurance Office (QAO), and
Communication Office (CO)**

For

**Department of Social Services
Information Services**

Date January 19, 2007
Amended February 9, 2007
Amended February 15, 2007

Table of Contents

PART I. ADMINISTRATIVE INFORMATION 4

- 1.1 *Background*..... 4
- 1.2 *Purpose* 5
- 1.3 *Goals and Objectives* 6
- 1.4 *Definitions*..... 6
- 1.5 *Calendar of Events*..... 8
- 1.6 *Proposal Submittal*..... 8
 - 1.6.1 *Proposers’ Responsibilities*..... 9
 - 1.6.2 *Certification Statement* 10
- 1.7 *Proposal Format*..... 10
 - 1.7.1 *Two-Part Submission*..... 10
 - 1.7.2 *Legibility/Clarity*..... 14
 - 1.7.3 *Errors and Omissions in Proposal*..... 15
- 1.8 *Confidentiality*..... 15
- 1.9 *Proposer Inquiries* 15
- 1.10 *Changes, Addenda, Withdrawals*..... 16
- 1.11 *Cost of Offer Preparation* 16
- 1.12 *Taxes* 17
- 1.13 *Proposal Validity* 17
- 1.14 *Prime Contractor Responsibilities*..... 17
 - 1.14.1 *Use of Subcontractors*..... 17
- 1.15 *Acceptance of Proposal Content*..... 18
- 1.16 *Contract Negotiations*..... 18
- 1.17 *Contract Award and Execution*..... 18
- 1.18 *Cancellation of RFP or Rejection of Proposals* 19
- 1.19 *Evaluation and Selection* 19
- 1.20 *Notice of Intent to Award*..... 19
- 1.21 *Indemnification and Limitation of Liability*..... 19
- 1.22 *Payment for Services*..... 21
- 1.23 *Termination*..... 21
 - 1.23.1 *Termination of The Agreement for Cause* 21
 - 1.23.2 *Termination of This Agreement for Convenience* 21
 - 1.23.3 *Availability of Funds* 21
- 1.24 *Assignment* 22

1.25	<i>Audit of Records</i>	22
1.26	<i>Civil Rights Compliance</i>	22
1.27	<i>Record Retention</i>	22
1.28	<i>Record Ownership</i>	22
1.29	<i>Content of Contract/ Order of Precedence</i>	23
1.30	<i>Contract Changes</i>	23
1.31	<i>Substitution of Personnel</i>	23
1.32	<i>Governing Law</i>	23
1.33	<i>Claims or Controversies</i>	23
PART II. SCOPE OF SERVICES 24		
2.1	<i>Scope of Work/Services</i>	24
2.2	<i>Period of Agreement</i>	24
2.3	<i>Price Schedule</i>	24
2.4	<i>Deliverables</i>	24
PART III. EVALUATION 25		
3.1	<i>Cost Proposal</i>	25
3.2	<i>Technical Proposal</i>	25
PART IV. PERFORMANCE STANDARDS 26		
4.1	<i>Performance Requirements</i>	26
4.2	<i>Performance Measurement</i>	26
PART V. ATTACHMENTS 26		
	<i>Attachment A – Statement of Work</i>	26
1.0	<i>Project or Task Objectives</i>	27
2.0	<i>Scope of Work and Deliverables</i>	27
3.0	<i>Task Completion Criteria</i>	34
4.0	<i>Contractor Staff Requirements</i>	34
5.0	<i>Deliverables Required</i>	35
6.0	<i>Additional Requirements</i>	36
	<i>Attachment B – Cost Summary</i>	37
	<i>Attachment C – Customer References</i>	38
	<i>Attachment D – State and Local Presence</i>	39
	<i>Attachment E – Data Processing Consulting Services Contract (SAMPLE)</i>	40
	<i>Attachment F – Certification Statement</i>	56

REQUEST FOR PROPOSAL FOR Support for DSS IS Project Management Office (PMO), Quality Assurance Office (QAO), and Communication Office (CO)

PART I. ADMINISTRATIVE INFORMATION

1.1 Background

The IS Division established its PMO in 2002 with the primary objective to help manage the growing number of complex, broad business and technology projects conducted within DSS. The PMO has supported the building of project management capability of IS staff in order to improve the success rate of projects. This has been accomplished through the design, development, implementation, and support of project management practices that are used by DSS assigned Project Managers responsible for the management and completion of IS projects. IS has realized success to date from the establishment of the PMO, and is committed to supporting and expanding this organizational function to strengthen and grow its project management capability, and in turn, deliver more projects on time, on budget, and on schedule.

Using proven industry practices, the PMO is responsible for defining and supporting IS's project management practices, including processes, tools, and skill development. Work completed to date has focused on defining and implementing the following project management practices:

- Project Manager Responsibilities;
- Initiation;
- Planning;
- Communication and Status Reporting;
- Meeting Management;
- Risk Management;
- Issue Management;
- Documentation Management; and
- Project Closeout.

The IS Division established its QAO in 2002 with the primary objective to foster quality practices in its work efforts. Quality Management is a project management practice area specifically incorporating quality assurance practices within IS, emphasizing the area of applications development. IS has established a Quality Assurance Office (QAO) with a dedicated State resource to define, develop, and implement these quality practices. The PMO works closely with and provides additional support to the QAO to

help define, implement and support quality planning, assurance, and control processes. To date the QAO has completed the following major releases:

- Analysis and Design Phase;
- Development, Unit Test, System Test and User Acceptance Test; and
- Implementation.

The IS Division established its Communication Office (CO) in 2002. Currently the CO has been supported by the PMO Manager and the PMO contract resource through dedicated activities. Through this RFP, the DSS is focused on expanding the CO through defining a series of tasks specifically related to support the enhancement of its communications within the IS Division and throughout the Department. Currently the Communication Office provides the following functions:

- Creation of IS communications within the IS Division and throughout the Department ; and
- Creation of the Monthly IS Newsletter.

While IS understands that implementing a comprehensive set of project management practices includes more than those previously mentioned, a purposeful approach balancing development and implementation of new practices has been adopted to realize significant understanding and adoption by the DSS Project Managers. Additionally, the PMO creates new practices though the organization may not be ready to utilize them at that time. The PMO will continue to support existing practices and will expand its efforts to define and implement additional project management practices to support assigned DSS Project Managers.

DSS has committed one dedicated State resource to support the PMO (the DSS PMO Manager) and the CO (DSS PMO Manager also functions in this role), and one State resource to support the QAO (the DSS QAO Manager). The purpose of this request is to procure **two (2) contract resources** with proven project, quality management, and communication capabilities to work directly with the managers of the offices to support the continued solution development and operations of each office. This includes staff to maintain and enhance the current PMO, QAO and CO methodologies, processes, and tools, in order to support the Division in its completion of Project Management, Quality Assurance and Communication activities. In addition, the goal of the Division is to continue to add additional Project Management, Quality Assurance, and Communication components to increase the success rate of projects and application development activities. The Contractor will be responsible for supporting the existing practices and continuing to define, develop, implement, and support expanded and new project, quality management, and communication practices.

1.2 Purpose

DSS is conducting a fair and impartial competitive procurement process to solicit proposals from qualified contractors interested in providing expertise in the continued support and build-out of the Project Management Office (PMO), Quality Assurance Office (QAO), and Communications Office (CO). These services will be based on a fixed hourly rate.

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

1.3 **Goals and Objectives**

It is the goal and objective of the DSS IS through this RFP to accomplish the following:

- DSS will have developed in-house project management skills;
- Defined project management processes will be in place;
- Defined quality assurance processes will be in place;
- Defined communication processes will be in place;
- PMO, QAO and CO processes are adopted, published and used consistently across IS;
- Organizational support is provided to drive the implementation and ongoing support of project, quality management and communication practices;
- Application development projects meet defined quality assurance checkpoints;
- Improved customer service through enhanced project success;
- Increased quality and reduced customer cost through the utilization of standardized methodologies, processes and tools;
- Reduced customer UAT and testing costs through higher quality IS programming, leading to the correct product the first time through the process;
- Reduced turnaround time through the utilization of standardized processes to execute and deliver IS Projects;
- Improved customer service and employee satisfaction through the utilization of a defined communication process allowing all groups to remain informed of pertinent information;
- Organizational support will be provided to drive the implementation and ongoing support of project, quality management and communication practices.

DSS will define metrics that will be used to evaluate the completion of the tasks according to the Statement of Work. DSS and Contractor will have responsibilities as defined in the Statement of Work to meet the criteria.

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. **CO** – Communications Office.
- D. **Contractor** – The Proposer awarded the Contract as a result of this RFP.
- E. **Could** – The term “could” denotes an advisory or permissible action.

- F. **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.
- G. **DSS** – The Department of Social Services.
- H. **DSSIS** – Department of Social Services Information Services.
- I. **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.
- J. **Employee** – includes any person employed by contractor, under a written agreement between DSS and the contractor, to perform duties related to the contract.
- K. **May** – The term “may” denotes an advisory or permissible action.
- L. **Must** – The term “must” denotes a mandatory action or requirement.
- M. **Occurrence** – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.
- N. **PMO** – Project Management Office
- O. **Program** – The divisions of Department of Social Services, i.e., Office of Family Support (OFS), Support Enforcement Services (SES), Temporary Assistance for Needy Families (TANF), Food Stamps, Strategies to Empower People (STEP), Office of Community Services (Foster Care/Day Care providers), and Louisiana Rehabilitation Services.
- P. **Proposal** – The formal written response to this document.
- Q. **Proposer** – Company or Firm responding to this RFP
- R. **RFP** – Request for Proposal (This document).
- S. **QAO** – Quality Assurance Office.
- T. **Shall** – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).

- U. **Should** – The term “**should**” denotes an advisory action and is not mandatory.
- V. **SOW** – Statement of Work
- W. **State** – The State of Louisiana, Department of Social Services, Information Services.
- X. **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.
- Y. **Will** – The term “will” denotes a mandatory action or requirement.

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

<i>Event</i>	<i>Date</i>
Issue Request for Proposal	January 19, 2007
Deadline for receiving Proposers’ inquiries	February 2, 2007
Issue responses to Proposers’ inquiries	February 9, 2007
Final 3-day Inquiry deadline for DSS’ response to previously submitted vendor questions	February 14, 2007
Proposal submission deadline	March 2, 2007
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 www.dss.state.la.us and the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac>.

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:

“Contains Separate Technical and Cost Proposals”
*State of Louisiana, Department of Social Services
 Consulting Services Agreement
 Request for Proposals – Proposal Name
 Name of Proposer:
 Date*

Proposals may be **mailed** through the U. S. Postal Service to:
Department of Social Services
P.O. Box 3957
Baton Rouge, La. 70821-3957

Attention: Phyllis Averett

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

Department of Social Services
627 North 4th Street, 7th Floor
Baton Rouge, La. 70802

Attention: Phyllis Averett

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

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

1.6.1 Proposers' Responsibilities

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

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

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

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

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

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

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

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

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

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

1.6.2 Certification Statement

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

1.7 Proposal Format

1.7.1 Two-Part Submission

Proposers shall submit proposals in two parts:

VOLUME I - TECHNICAL PROPOSAL
VOLUME II - COST PROPOSAL

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

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

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 **ten (10)** copies of the Technical Proposal and **ten (10)** copies of the Cost Proposal be submitted to the RFP Coordinator at the address specified. **One (1)** copy of Technical and **one (1)** copy of the Cost proposal shall contain original signatures; those copies 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”**. **The State desires one (1) CD which will contain the Technical Proposal and one (1) CD which will contain the Cost Proposal.**

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 shall be submitted to the State in a separate package and be clearly marked: **“Technical Proposal in Response to RFP”**.

The Technical Proposal shall 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 shall be submitted to the State as a separate package and clearly marked: **“Cost Proposal in Response to RFP”**.

The Cost Proposal shall include the following:

- Cover Letter – Signed as indicated below - **Item A. Cover Letter**. The Cover Letter shall provide a brief explanation of the submittal of Cost Proposal.
- The Cost Proposal shall 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 – Proposal Name

Name of Proposer:

Date

A. **Cover Letter:** Containing summary of Proposer’s ability to perform the services described in the RFP and confirm 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 required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or

2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority that are acceptable to the public entity.

Proposers should state their understanding and approach to the project.

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

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

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

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 must 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 needs to address the specific language in the sample contract attached and submit with their proposal 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 last three years' financial statement(s), preferably audited.
- Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. Proposers must include in their submitted proposals such financial documentation as they believe sufficient to establish their financial capability. Certified financial statements, at a minimum, must 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.
- It is desirable for the proposer and any subcontractors proposed to be used to be Louisiana or USA companies and to have offices located in the state. The proposer should provide location information on Attachment D.

E. Proposed Project Staff and Experience: The state believes that the contractor must commit cohesive, dedicated, highly skilled personnel. The proposal should include roles and responsibilities for each person.

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.
- All proposed personnel must be physically located in the continental United States.

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 to accomplish the Goals and Objectives stated in section 1.3 of this document.

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.

H. Innovative Concepts: Present innovative concepts, if any, not discussed above 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.

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 or an assumption may be made that the proposer cannot perform the work.

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 proposal documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing, signed by an authorized agent of the Proposer, 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, we realize 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 solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this RFP shall be submitted in writing to:

Name: Duane Fontenot, I.T. Director
DSS Office of Information Services
Address: P.O. Box 3957
Baton Rouge, La. 70821

E-mail: dfontenot@dss.state.la.us

Copies of inquiries concerning this RFP should 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 contractor shall be required to assume responsibility for all services offered in his proposal whether or not he provides them. The State shall consider the contractor 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. 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 must 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 this RFP contract.
- E. It is desirable 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.

The following Contract terms are required and are not negotiable.

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

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

The Contract shall become effective after review and approval by the Director of the Office of Contractual Review (OCR), Division of Administration (DOA); the Secretary of Department of Social Services (DSS); 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 has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The Evaluation Team will individually score the proposals using the Evaluation Criteria outlined in Part III. 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 evaluation 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 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.

1.22 Payment for Services

DSS shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment B – Cost Summary**. The Contractor may send invoices monthly to: DSS Information Services, P. O. Box 3957, Baton Rouge, La. 70821, Attention: Hal Dupuy. 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.

1.23 Termination

1.23.1 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.

1.23.2 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.

1.23.3 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.

1.24 Assignment

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

1.25 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.

1.26 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.

1.27 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years after final contract payment.

1.28 Record Ownership

All deliverables such as 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).

1.29 Content of Contract/ 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.

1.30 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.

1.31 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.

1.32 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.

1.33 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 that the State requires of the contractor.

To control and implement the requirements of this project, the Department will use DSS Information Services personnel to monitor and oversee the selected proposer.

- A DSS IT Staff resource will serve as the DSS PMO Manager and the DSS CO Manager, and will be a fulltime State resource to work with the Contractor. In addition, he will serve as the designated DSS Contract Manager/Project Manager for this engagement.
- A DSS IT Staff resource will serve as the DSS QAO Manager, and will be a fulltime State resource to work with the Contractor.
- DSS will identify and provide staff to serve as Project Managers.
- DSS is responsible for providing its staff with basic project, communication, and quality management understanding and training.
- DSS will provide timely access to State staff (including the scheduling of meetings) and documentation as required to complete defined tasks.
- DSS will provide timely reviews of required contract deliverables.
- DSS will provide timely reviews of submitted work products to complete defined tasks.
- DSS will provide office space, LAN connection, Internal E-mail connection, copiers, use of state standard desktop software (e.g., word processor, spreadsheet), telephones, and miscellaneous office supplies.
- The DSS PMO/CO and QAO Manager will prioritize activities necessary to support the completion of tasks.
- DSS will be responsible for the supervision, direction, and control of its own personnel.
- DSS will provide safe and free access to those facilities needed to conduct project tasks.

2.2 Period of Agreement

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

2.3 Price Schedule

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

2.4 Deliverables

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

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.

The proposal will first be evaluated for compliance with mandatory requirements. Any proposal failing to meet mandatory requirements will be disqualified from further consideration.

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

Criteria

3.1 Cost Proposal

Cost Evaluation – 30 points

Cost Proposals will be evaluated separately. The cost evaluation will be based upon the average of the hourly rate(s) 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 maximum cost for performing the work specified.

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

Technical Evaluation – 70 points

Firm - 5 Points

Proposals should include the Proposer's most recent annual report, financial statements, 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.

State Government Experience – 15 points

Proposer should demonstrate that they are a firm with strong State Government Health and Human Services expertise.

Proposals should identify Proposer's experience in providing expertise in State Government Information Technology Project Management and Quality Assurance Offices.

IS Vision and Understanding – 15 Points

Proposals should demonstrate an awareness of and commitment to the business goals and technical objectives of the DSS, Division of Information Services.

Project Staff - 20 Points

Technical staff must have proven experience in providing expertise in a State Government Information Technology Project Management and Quality Assurance Offices. The proposers for this technical specialty area must provide evidence to demonstrate their knowledge, skills, and experience in establishing and supporting a PMO and QAO, and in supporting a CO, and the associated management practices for each in the IS environment.

Approach – 15 Points

Proposals should include a logical, clear, and detailed statement of methodology for each task as identified in **Section 2.0 Statement of Work and Deliverables**.

PART IV. PERFORMANCE STANDARDS

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 thirty (30) days to correct all deficiencies to the satisfaction of the State.

If, at the end of the thirty (30) 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.

4.2 Performance Measurement

The Contractor's performance will be evaluated at weekly and monthly status conferences, and by the quality of the work performed with the existing Project Management Office (PMO), Quality Assurance Office (QAO), and Communications Office (CO).

PART V. ATTACHMENTS

Attachment A – Statement of Work

The Statement of Work includes the following subsections:

- Project or Task Objectives
- Scope of Work and Deliverables

1.0 Project or Task Objectives

Project Name: Project Management Office, Quality Assurance Office, and Communications Office Support

The Louisiana Department of Social Services (DSS) (State) is soliciting proposals from qualified proposers interested in providing Project Management and Planning services to support the existing Information Services (IS) Division Project Management Office (PMO), Quality Assurance Office (QAO), and Communications Office (CO).

2.0 Scope of Work and Mandatory Deliverables

A. Task Description

Support existing IS/CO communication practices, IS/QAO quality assurance practices, and IS/PMO project management practices by continuing to define, build, implement, and support expanded and new project management and quality assurance practices, including an emphasis on quality management in applications development.

A.1: Assist in the definition, documentation, structure and execution of the CO.

Sub-task will include the following activities:

- Develop documents for a CO Handbook to be utilized as a guide for the governance of the office. This CO Handbook shall include, but not be limited to: Charter, Vision Statement, Mission Statement, Overview, Organization Charts, Roles and Responsibility Matrix, Stakeholder Entities, Software Tools Utilized.
- Develop the Communication Utilization and Compliance Methodology to document the process by which the CO will conduct compliance assessments, the format and content of the developed compliance plans, and the process by which to share these findings and plans with the IS Division.
- To assist the CO, the contractor will conduct a Semi-Annual Compliance Assessment utilizing a defined sampling methodology and assess the various levels of compliance with the defined IS Division Project and General Communication Guides

A.2: Assist in the definition, documentation, structure and execution of the QAO.

Sub-task will include providing industry Best Practice information, gathered findings, developed documents, developed plans, and/or training materials to the DSS QAO Manager; and providing state staff training for the following activities:

- Develop documents for a QAO Handbook to be utilized as a guide for the governance of the office. This QAO Handbook shall include, but not be limited to: Charter, Vision Statement, Mission Statement, Overview, Organization Charts, Roles and Responsibility Matrix, Stakeholder Entities, Software Tools Utilized.
- Continued build-out of the QAO Application Development Sampling Methodology to document the process by which the QAO will conduct compliance assessments, the format and content of the developed compliance plans, and the process by which to share these findings and plans with the IS Division.

- Continued build-out of the QAO Transition Document to document software peculiarities and how to instructions related to QAO published documents to ease the transition from contract resources to the state resources.
- Develop and provide any training efforts, required by the QAO, related to the ease of transition from contract resources to the state resources.
- Conduct a Semi-Annual Compliance Assessment utilizing a defined sampling methodology and assess the various levels of compliance on work efforts for application development against DSS's SDLC processes, tools, and templates and recommend appropriate compliance initiatives.
- Recommend Quality Compliance Measurement Tools that could be utilized to assist the QAO in determining the levels of organizational compliance and utilization of published processes, tools, and templates.

A.3: Assist in the definition, documentation, structure and execution of the PMO

Sub-task will include the following activities:

- Continued build-out of the PMO Project Management Utilization and Compliance Methodology to document the process by which the PMO will conduct compliance assessments, the format and content of the developed compliance plans, and the process by which to share these findings and plans with the IS Division.

To assist the PMO, the will conduct a Semi-Annual Compliance Assessment utilizing a defined sampling methodology and assess the various levels of compliance on PMO projects against DSS's IS Project Management Guide processes, tools, and templates and recommend appropriate compliance initiatives.

A.4: Support existing CO practices.

Sub-task will include the following activities:

- Support of the processes, procedures, tools and methodologies defined in the *IS Project Communication Guide* and the *IS Communication Guide*.
- Support in the completion, development and refinement of the *Monthly IS Newsletter*.

A.5: Support existing QAO quality assurance practices.

Sub-task will include providing industry Best Practice information, gathered findings, developed documents, developed plans, and/or training materials to the DSS QAO Manager; and providing state staff training for the following activities:

- Supporting existing application System Development Life Cycle (SDLC) processes, tools, and templates for the phases of the SDLC: Business Modeling, Analysis and Design, Development and Unit Test, System Test, User Acceptance Test, Implementation, Maintenance and Support, and Planning and Tracking. This may include expanding and/or retooling quality management processes and checkpoints, and/or recommending effective methods across the SDLC to improve the quality of work performed, productivity, and customer satisfaction incorporating both verification and validation of requirements. This may include various environmental protocols (i.e. mainframe application, web application, client/server application, etc.)
- Support existing SDLC Standards and Procedures
 - Maintenance and provision of existing SDLC standards and procedures which provide the standards and procedures that guide the development throughout an application System Development Life Cycle(SDLC) for the

phases of the SDLC: Business Modeling, Analysis and Design, Development and Unit Test, System Test, User Acceptance Test, Implementation, Maintenance and Support, and Planning and Tracking (i.e. programming standards, naming convention standards, report distribution procedures, etc.) This may include various environmental protocols (i.e. mainframe application, web application, client/server application, etc.)

- Supporting existing SDLC Support Forms
 - Maintenance and provision of existing SDLC support forms that provide instructions and details of sub-activities to be completed for an application System Development Life Cycle (SDLC) for the phases of the SLDC: Business Modeling, Analysis and Design, Development and Unit Test, System Test, User Acceptance Test, Implementation, Maintenance and Support, and Planning and Tracking (i.e. database request forms, job turnover packets, etc). This may include various environment protocols (i.e. mainframe application, web application, client/server application, etc.). In addition, this shall include support forms workflows, support forms responsibility matrices, and any other necessary support form documentation.
- Supporting existing SDLC User Guides
 - Maintenance and provision of existing SDLC user guides that provide staff support in the utilization of tools to meet quality management practices (i.e. Rational ClearQuest User Guide, Rational RequisitePro User Guide, etc.) This may include various environment protocols (i.e. mainframe application, web application, client/server application, etc.).
- Supporting a QAO Web Presence
 - Maintenance and provision of existing documents for a quality assurance QAO web presence focused on quality assurance manuals that define quality assurance processes, standards and procedures, roles and responsibilities, and expected work products; user guides that instruct on usage of software tools; quality assurance documents that act or assist as tools; and templates that allow standardization of work products.
- Supporting tools currently utilized to assist quality assurance and quality management efforts:
 - Maintenance and support of existing tool design effort for IBM's Rational RequisitePro: A tool utilized to assist in requirements management. The application enables the identification of requirements within requirements documents which then allows the subsequent development of the corresponding requirement traceability matrices. File folder structures allow storage of requirements related documents.
 - Maintenance and support of the existing tool design effort for IBM's Rational ClearQuest: A tool utilized to assist in the tracking of key dates, approvals, and milestones related to progress made on applications development efforts, as well as the ability to prioritize those work efforts. File folder structures are utilized to allow storage of additional documents or attachments for a related work effort that constitute further system documentation beyond that stored in Rational RequisitePro.
 - Maintenance and support of additional quality assurance tools which may be incorporated into the DSS environment prior to contract initiation and/or during contract execution.

A.6: Support existing PMO project management practices by continuing to define, build, implement, and support expansion of current project management practices and the development of new project management practices.

Sub-task will include the following activities:

- Supporting and enhancement of existing Project Management Practices defined in the IS Project Management Guide including processes, tools and templates for Project Initiation, Status Reporting, Issue Management, Risk Management, Project Planning, Meeting Management, Project Closeout, Lessons Learned and LAN Structure activities. This may include expanding and/or retooling project management practices, tools, and templates or recommending effective methods across the Project Management Life Cycle to improve the execution of projects leading to improved on-time delivery meeting Customer expectations.
- Supporting the current Status and Project Reporting process including the following:
 - Supporting project managers through a bi-weekly meeting to define the items for inclusion on the bi-weekly status report;
 - Supporting project managers in the completion of the bi-weekly status report;
 - Reviewing and providing project manager feedback for the bi-weekly status reports;
 - Compilation of a series of individual project manager bi-weekly status reports into an integrated report detailing key project information to senior managers; and
 - Creation of a monthly project view of the progress and current status of all projects by agency.
- Supporting a PMO Web Presence
 - Maintenance and provision of documents for a PMO web presence focused on project management manuals that define project management processes, standards, procedures, roles and responsibilities, tools, templates, and processes; and project information related to PMO projects.
- Support of IS Project Managers assigned to PMO Projects:
 - Conducting bi-weekly project management support meetings with project managers focused on supporting the project management practices and the completion of the bi-weekly status report;
 - Support in development and maintenance of project plans for IS PMO projects; and
 - Hand-on support and training in all PMO processes, procedures, tools and templates.
- Support of the IS project initiation of projects for submission to the senior management team:
 - Supporting project initiators in the creation of Project Profile Documents defining work efforts for project selection;
 - Support in identifying work efforts for submission to the Project Initiation Process;
 - Support in conducting project initiation meetings with customers, supervisors and IS staff.
- Continued maintenance and development of the existing Project Management Practices defined in the IS Project Management Guide including processes, tools and templates for Project Initiation, Status Reporting, Issue Management, Risk Management, Project Planning, Meeting Management, Project Closeout, Lessons

Learned and LAN Structure activities. This may include expanding and/or retooling project management practices, tools, and templates or recommending effective methods across the Project Management Life Cycle to improve the execution of projects leading to improved on-time delivery meeting Customer expectations. Including the addition of additional project management processes and procedures as defined by the organization.

- Knowledge Transfer Process to allow State Project Managers to independently manage projects and to allow the state to continue to support the PMO after the contract period.
 - Mentoring and support of state assigned project managers
 - Including regular meetings
 - Including regular support activities
 - Identification of training opportunities
 - Daily support activities including project planning, risk management, issue, management
 - Mentoring of State PMO and CO Manager to allowing for continued operation of the PMO and CO including additional development activities and current operational activities.

A.7: Define, build, implement, and support new and/or expanded CO communications practices.

Sub-task will include the following activities:

- Development of a CO web-presence
 - Development of a design to provide to the DSS web masters for the creation of a CO web presence.
 - Build out of documents for a communications CO web presence focused on communication manuals that define communication processes, standards and procedures, roles and responsibilities to support communication in the IS Division.
- Continued build-out and enhancement of the IS Project Communication Guide and the IS Communication Guide further defining and implementing processes and procedures for communication in the IS Division.
- Support of the continued development and enhancement of the IS Monthly Newsletter to include enhancements in format and material to further enhance the communication of IS activities.
- Support of the promotion and communication of IS initiatives and strategic plans through defined communication activities.
- Development and implementation of an IS Stakeholder Management Plan to increase the impact and reach of IS communications with its Stakeholders.

A.8: Define, build, implement, and support new and/or expanded QAO quality assurance practices.

Sub-task will include providing industry Best Practice information, gathered findings, developed documents, developed plans, and/or training materials to the DSS QAO Manager; and providing state staff training for the following activities:

- Continued build-out of application System Development Life Cycle (SDLC) processes, tools and templates for the phases of the SDLC: Business Modeling, Analysis and Design, Development and Unit Test, System Test, User Acceptance Test, Implementation, Maintenance and Support, and Planning and Tracking. This

may include new and/or expanded quality management processes and checkpoints, and recommending effective methods across the SDLC to improve the quality of work performed, productivity, and customer satisfaction incorporating both verification and validation of requirements. This may include various environment protocols (i.e. mainframe application, web application, client/server application, etc.)

- At the time of issuance of this RFP, the following SDLC phases to support quality assurance practices in the IS Division may not have been completed and could require special focus by the contractor upon contract initiation:
 - **Business Modeling:** Identification and assessment of business requirements. Business requirements specify the high-level capability of the system that is necessary to deliver a benefit to the user community.
 - **Maintenance and Support:** Identification and resolution of issues with the system on an on-going basis.
 - **Planning and Tracking:** The establishment of plans for performing and managing the tasks and activities related to the development effort. This phase spans the entire life cycle.
- Continued build-out of SDLC Standards and Procedures
 - Continued build-out of SDLC standards and procedures which provide the standards and procedures that guide the development throughout an application System Development Life Cycle (SDLC) for all phases of the SDLC: Business Modeling, Analysis and Design, Development and Unit Test, System Test, User Acceptance Test, Implementation, Maintenance and Support, and Planning and Tracking (i.e. programming standards, naming convention standards, report distribution procedures, etc.) This may include various environment protocols (i.e. mainframe application, web application, client/server application, etc.)
- Continued build-out of SDLC Support Forms
 - Continued build-out of SDLC support forms that provide instructions and details of sub-activities to be completed for an application System Development Life Cycle (SDLC) for all phases of the SDLC: Business Modeling, Analysis and Design, Development and Unit Test, System Test, User Acceptance Test, Implementation, Maintenance and Support, and Planning and Tracking (i.e. database request forms, job turnover packets, etc.) This may include various environment protocols (i.e. mainframe application, web application, client/server application, etc.) In addition, this shall include support forms workflows, support forms responsibility matrices, and any other necessary support form documentation.
- Continued build-out of SDLC User Guides
 - Continued build-out of SDLC user guides that will provide staff support in the utilization of tools to meet quality management practices. This may include various environment protocols (i.e. mainframe application, web application, client/server application, etc.).
- Continued build-out of a QAO Web Presence
 - Continued build-out of documents for a quality assurance QAO web presence focused on quality assurance manuals that define quality assurance processes, standards and procedures, roles and responsibilities, and expected work products; user guides that instruct on

- usage of software tools; quality assurance documents that act or assist as tools; and templates that allow standardization of work products.
 - Continued build-out of recommendations for improvements to the presentation of the QAO web presence.
- Continued build-out of tools, either enhancements to existing tools and/or new tools to assist in quality assurance and quality management efforts:
 - Continued build-out of the tool design effort for IBM's Rational RequisitePro: A tool utilized to assist in requirements management. The application enables the identification of requirements within requirements documents which then allows the subsequent development of the corresponding requirement traceability matrices. File folder structures allow storage of requirements related documents.
 - Continued build-out of the tool design effort for IBM's Rational ClearQuest – Track Requests From Submission to Resolution: A tool utilized to assist in the tracking of key dates, approvals, and milestones related to progress made on applications development efforts, as well as the ability to prioritize those work efforts. File folder structures are utilized to allow storage of additional documents or attachments for a related work effort that constitute further system documentation beyond that stored in Rational RequisitePro.
 - Continued build-out of the tool design effort for IBM's Rational ClearQuest – Defect Tracking: A tool to document defects and change requests and allows the generation of charts and reports.
 - Continued build-out, via industry research and recommendations to DSS, of available software tools to improve our quality assurance methods and practices in general (i.e. recommendations for automated scripting test tools to assist in all types of software testing of applications development efforts including regression testing; recommendations for requirements tools to assist in eliciting and defining business, functional, and technical requirements; etc.)

A.9: Define, build, implement, and support new and/or expanded PMO project management practices.

Sub-task will include the following activities:

- Continued development of project management practices and procedures including but not limited to the following activities:
 - Project Planning:
 - Enhancement of current processes to include resource estimation and planning.
 - Operational Activities:
 - Continued rollout and build-out of process to understand, track, and incorporate operational activities and work load into current project planning and work effort tracking processes.
- Support the re-engineering activities of the IS Division to include but not limited to the following tasks:
 - Continued build-out and enhancement of the IS Roles and Responsibilities Documentation defining the roles and responsibilities of the various areas of the IS Division.

- Continued documentation and assessment of the IS Division as requested by the IS Director.
- Continued support and assessment of the IS Division supporting a series of IS Division Re-engineering and restructuring documentation.
- Development of the overall IS Roadmap.
- Knowledge Transfer Process to allow State Project Managers to independently manage projects and to allow the state to continue to support the PMO after the contract period.
 - Mentoring and support of state assigned project managers
 - Including regular meetings
 - Including regular support activities
 - Identification of training opportunities
 - Daily support activities including project planning, risk management, issue, management
- Support of the Strategic Planning efforts of the IS Divisions including but not limited to the following:
 - Development of IS Strategic Plan for the reporting year.
- Support of the IS Director Initiatives
 - As-needed support based on identified need by the IS Director.
- Implementation of a Project Governance Process
 - Implementation of a defined Governance process for IS and Departmental priorities and activities.

3.0 Task Completion Criteria

The Task Completion Criteria are the following:

- DSS will have developed in-house project management skills.
- Defined project management processes will be in place.
- Defined quality assurance processes will be in place.
- PMO and QAO processes will be adopted, published and used consistently across DSS.
- Organizational support will be provided to drive the implementation and ongoing support of project and quality management practices.
- Application development projects will meet defined quality assurance checkpoints.

DSS will define metrics that will be used to evaluate the completion of the tasks according to the Statement of Work. DSS and Contractor will have responsibilities as defined in the Statement of Work to meet the criteria.

4.0 Contractor Staff Requirements

- DSS requests **two (2) Contractor** resources at this time, a **Project Manager** and an **Analyst**. DSS will have the option to add additional Contractor resources, if it deems warranted, to support planned PMO/QAO/CO tasks. A contract amendment to obtain additional resources will be prepared if necessary. Contractor shall provide resumes of its most competent, qualified resources as specified for the applicable task schedule of this Statement of Work. The resources will be required to work 40 hours per week, on-site, at 627 North 4th Street, Baton Rouge, LA, 70802.

- Contractor staff working on-site at DSS locations shall be responsible for annotating and initialing a daily log showing the Contractor's name, company, time of arrival, time of departure, and number of hours worked for compensation. Such a log will remain the property of DSS and be included in with the official project file to be kept for the purposes of providing time attendance records corresponding to subsequent contractor invoices for service hours rendered.
- Fluent English must be communicated, both written and orally by the Contractor staff.
- The combined contractor staff must have proven experience in providing expertise in an information technology PMO and QAO with the minimum qualifications below:
 - 4 to 6 years of experience using proven project and quality management practices;
 - Experience working on similar public sector State government projects. Experience working with Health and Human Services organizations will be considered a plus;
 - Experience designing, developing, and implementing new business processes and templates;
 - Experience in the development of training materials and in the training of staff in the preparation for business process rollouts;
 - Experience or knowledge of various application protocols (i.e. mainframe, web, client/server, etc.);
 - 3 to 5 years of experience working in phases of the Systems Development Lifecycle (SDLC) in a large-scale application development environment.

5.0 Additional Deliverables Required

The following deliverables are required:

- The contractor will submit separate **Weekly Status Reports** with details demonstrating what was accomplished during the period, planned for the upcoming period, issues and risks for the PMO, CO and QAO.
- The contractor will submit separate **Weekly Milestone Reports** providing a project plan milestone overview for the PMO, CO and QAO.
- The contractor will maintain separate **Six-Month rolling Project Plans** identifying activities to support the completion of tasks according to the prioritization of activities by the DSS PMO, CO and QAO Manager. The baseline Project Plans are to be developed and submitted by the contractor within three (3) weeks of project start. This will allow appropriate time for the Contractor and DSS PMO, CO and QAO Managers to discuss and prioritize activities to complete tasks.
- The contractor will, at the IS Director's direction prepare a **Quarterly Presentation** to be used by the IS Director to inform DSS Executive Management and external stakeholders of previous activities and accomplishments, as well as future activities for the PMO, CO and QAO.
- The contractor will submit separate **Annual Year End Status Reports** with details demonstrating what was accomplished during the period for the PMO, CO and QAO.
- The contractor will submit for the PMO, QAO and CO a **Semi-Annual Compliance Assessment Report including a Compliance Plan** to include measures, progress, and actions to improve compliance levels.

- The contractor in conjunction with the DSS PMO, CO and QAO Managers will develop of a series of **Success Criteria Containing Metrics** that will be used to evaluate the completion of tasks according to the SOW and the impact of the PMO, QAO and CO on the organization – these criteria will be measured on a semi-annual basis.

6.0 Additional Requirements

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

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

Attachment B – Cost Summary

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

Classification	Qty	Fixed Hourly Rate	Average Fixed Hourly Rate
Project Manager	1	\$	\$
Analyst	1	\$	

The average of the fixed hourly rates shall be the proposed price for evaluation purposes.

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 _____

Attachment E – Data Processing Consulting Services Contract (SAMPLE)

**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:

1.2 COMPLETE DESCRIPTION OF SERVICES

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

Attachment I - Statement of Work

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

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

2.2 STAFF INSURANCE

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

2.3 LICENSES AND PERMITS

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

2.4 SECURITY

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

2.5 TAXES

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

2.6 CONFIDENTIALITY

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

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

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 Issue Control*. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.4 QUALITY ASSURANCE REVIEWS

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

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel*. Contractor shall assign staff that possesses the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in **Attachment II**.
- C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable

control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

- D. *Other Resources.* Contractor will provide other resources as specified in **Attachment III**.

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 Work/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.

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 **Appendix C**. 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. 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, assess liquidated damages and/or 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 final payment, 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
Ann Silverberg Williamson, Secretary

Terri P. Ricks, Undersecretary

Date

Duane Fontenot, 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

A DSS IT Staff resource will serve as the DSS PMO Project Manager and the DSS CO Project Manager, 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.

