



# **STATE OF LOUISIANA**

**DEPARTMENT OF SOCIAL SERVICES**

## **REQUEST FOR PROPOSALS**

**STAFF AUGMENTATION FOR LOUISIANA STATE  
GOVERNMENT DEPARTMENT OF SOCIAL SERVICES  
MODERNIZATION PROJECT: PROJECT MANAGERS, RFP  
PROCESS/EVALUATION CONSULTANTS, SENIOR  
TECHNICAL CONSULTANTS, AND SENIOR SUBJECT  
MATTER EXPERTS/BUSINESS CONSULTANTS**

**CIO APPROVAL # ED09-312**

**March 12, 2009**

**Amended: 04/08/09**

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## SECTION I

### 1.0 GENERAL INFORMATION

The vision of the modernization project focuses on the need to improve our service delivery to our external customers, clients and providers, as well as improving work processes and tools for our staff. Toward this end, the Department of Social Services (DSS) has partnered with the Department of Health and Hospitals (DHH) to analyze our services which resulted in the identification of opportunities for both agencies to reduce duplication of services and to increase customer awareness. Each agency is responsible for development of its internal systems, but would develop those systems with service integration capabilities.

From the customer perspective they would have seamless access to services and benefits via multiple agencies and entry points, such as the web, call centers, mail and so forth. From the technical perspective the current systems would migrate into a virtual system developed according to Service Oriented Architecture rules.

Within DSS, we have created four strategic objectives that will drive planning and process development. The four objectives are to establish/enhancement of Program Enrollment, Provider/Payment Management, Electronic Case Management, and Paperless Processing. The Program Enrollment strategic objective envisions establishing a citizen portal composed of a customer service center, on-line tools, and other automated processes that will result in reduction of enrollment time and duplication of effort for the customer and staff. The Provider/Payment strategic objective envisions the reduction of the time and paperwork needed to enroll as a provider, efficient processes for payment authorization, payment and reconciliation for accounts payable and accountability. The Electronic Case Management strategic objective envisions the creation of an integrated case management system to assist staff in eliminating duplication of effort and reducing errors in decision making. The Paperless Process strategic objective envisions the creation of electronic case records as well as paper reduction for staff in support of office functions such as program enrollment.

State subject matter experts (SSME) affected by each strategic objective are reviewing the business process associated with each of the agency's divisions to redesign their data systems at the conceptual level. SSMEs are meeting and developing documentation of the outcomes from those sessions that will be used during the project to insure fidelity to the state's needs. The changes will then be logically sequenced in a fashion that would allow for incremental implementation. This would allow DSS to make continuous improvements in service delivery driven by consumer and staff feedback. Best practices from other states are being incorporated into our design in order to avoid repeating mistakes.

DSS is learning thru this process the internal and external dependencies or interfaces. This allows for the creation of a road map that can be included in our technology plans and keeps efforts coordinated. Flexibility is also being included in the thinking to allow the Department to reengineer its structure without being forced into a decision because the technology only allowed for one model.

## **1.1 ISSUING OFFICE**

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Social Services (DSS), hereinafter referred to as the State, for the purpose of obtaining staff augmentation for DSS' human services project in the following areas:

1. Administration, evaluation and selection processes for a solution-based procurement of a statewide system (s) to address DSS processing needs for the modernization of all human services programs operated by the agency, including, but not limited to, - for child welfare, child care, child support enforcement, cash assistance, food stamps (regular and disaster) integrated service delivery/client self service, eligibility determinations, vocational rehabilitation and disability determinations.
2. Project management/administration.
3. Functional and technical subject matter experts (as discussed in Section 3.1.3);

The selected Contractor will provide qualified professionals to partner with and augment State staff personnel to form State project teams for the modernization project. The State/Contractor teams will work with the human services solution-based provider who will be selected through a separate RFP process.

## **1.2 BACKGROUND**

DSS intends to issue a separate RFP for a solution-based modernization of DSS's human services data processing systems. The successful solution-based modernization vendor will be responsible for all software licenses, implementation, integration, maintenance, support, software upgrades, conversion, change management, stakeholder communications, training, and knowledge transfer to the State team. It is the State's desire that the solution-based modernization vendor will propose a single software product/suite for the entire functionality.

The State has successfully implemented Curam solutions for Child Protection Investigations and 211 Resource Directory and Screening systems; therefore the solution-based human services vendor may be responsible for integrating their system to the State's Curam Child Protection Investigations and 211 Resource Directory and Screening systems should that approach prove to be the most viable alternative.

The State currently uses various modules of a number of in-house developed and packaged solutions to perform its business. These modules include CLIENT, TIPS, JAS, CAPS, BLAS, LAMI, LASES, and AWARE <sup>1</sup>, as well as other in-house developed modules to support various functions for data warehousing capabilities and service integration with other agencies serving children and the disabled.

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<sup>1</sup> See Section 1.5 for definitions

The successful Contractor of this RFP will become part of the State teams and will NOT be able to respond to the RFPs for the solution-based human services. The successful Contractor of this RFP shall not provide any help or guidance to the potential vendors responding to the solution-based RFP for human services.

The State's goal is to contract with the successful proposer from this RFP by April 28, 2009 and solution based human services vendor by June 15, 2009.

### **1.3 GOALS AND OBJECTIVES**

The State of Louisiana, Department of Social Services is seeking staff augmentation consulting services to support the State in three broad areas:

- Assist State team in the administration and evaluation process of the solution-based human services vendor.
- Partner with State team to provide assistance in project management, project administration, quality assurance, training, change management and stakeholder communications.
- Augment the State's subject matter experts, on a one-on-one basis, to provide guidance, expertise and support on technical and functional subject matters related to the human services project.

### **1.4 PROPOSER QUALIFICATIONS AND MANDATORY REQUIREMENTS**

In order to be considered for Contract award, a proposer MUST meet the following conditions:

- The proposer must have experience in project management through implementation of large scale modernization projects at the state/local level with a minimum of 2,500 end users disbursed in multiple physical locations. Modernization includes the replacement or significant upgrade of statewide information technology systems used by staff and clients to access services and conduct entity business.
- The proposer shall have working experience in the subject matters (as described in 3.1.3) in the public sector environment.
- The proposer shall provide customer references for work similar to the type of services listed in Section 3.1.

### **1.5 DEFINITIONS**

#### **CURRENT DSS LEGACY SYSTEMS**

**ACCESS** – (A Comprehensive Enterprise Social Services System) - DSS plans to develop an enterprise system using a framework software approach to support the business activities of the Department. Currently, Child Protection Investigations and common intake are in production with plans to develop a certified SACWIS system to replace TIPS and smaller OCS system. Other large mainframe systems will be developed and added in the next few years. Environment: DB2

**BRIS/AWARE (BR)** -This is an integrated statistical and financial system designed to track client services administered by the Offices of Blind Services and Vocational Rehabilitation. It is primarily an on-line update system with scheduled check writes as well as on-demand capability. BRIS batch production outputs many reports on a daily, weekly, monthly, quarterly and annual basis to provide federally mandated data as well as management information. Environment: BRIS – On-line and AWARE – Web-based

**BLAS -Bureau of Licensing** - This Bureau of Licensing Application System (BLAS) is used to establish and maintain information relating to the licenses for all childcare and/or social care programs. The system is used to generate letters, licenses, and statistical reports. Environment: Server

**CAPS -Childcare Assistance Program System** - System to determine eligibility for CAPS childcare payments based upon Federal guidelines. TANF referrals are processed online thru the Find Work system. These clients are categorically eligible for CAPS assistance. Accept application and determine eligibility for Low Income clients. “Regular childcare payment” check-write and the reissue check-write process nightly. Electronic payments via a stored value card or direct deposit to a bank account (replacing paper checks) were implemented 8/31/2006. Environment: Mainframe

**RP- DSS Pending Referrals** - This is an on-line system that tracks and processes data on potential recovery clients. There is a daily automated interface with the recovery accounts system to create new RAS cases. In 1987, an automated form letters sub-system was added to Pending Referrals. Environment: Mainframe

**JAS - (Job Opportunity and Basic Skills Training Program System - Find Work-STEP)** - System to aid JOBS (STEP) field case managers in their assistance to TANF clients (Temporary Assistance to Needy Families) in their effort to become self-sufficient by access to education, job readiness, jobs skills training, job search, on-the-job training, and community work experience. Environment: Mainframe

**L'AMI - Louisiana Automated Management Information System** - This is an eligibility determination and benefit-calculation system encompassing five human services programs, FITAP Basic, Refugee Cash Assistance (Medical referrals only), Food Stamps, LaCap, Kinship Care Subsidy Program. This system provides a full range of human services applications as mandated by state and federal legislation, and combined under a single data base management system. Environment: Mainframe

**LAMI Web Based Inquiry System** - This system takes data from multiple screens and LAMI and displays that data on one screen in a Web based environment. This system was created to aid and make job tasks more efficient for the LAMI field staff in offices all over Louisiana. Environment: Web

**LASES- (Louisiana Automated Support Enforcement System)** - The Louisiana Automated Support Enforcement System (LASES) is a system designed to implement the Title IV-D program for the state of Louisiana. Its function is to collect and maintain data on all child support cases and perform automated functions pertaining to locating non-custodial parents, establishing paternity and child/medical support orders, enforcing, collecting and distributing support payments. Environment: Mainframe

**TINA –GIS -OFS Fraud and Recovery Geographical Information System** - TINA-GIS is a Business Intelligence and GIS Application used by DSS Management, OFS, OCS, USDA-FNS, and FEMA to analyze DSS program data including food stamps, disaster food stamps, foster care, and child care. TINA-GIS Business Intelligence is primarily used to identify suspicious trends and potentially fraudulent activity and to manage the DSS Disaster Food Stamp Program and to monitor the DSS Food Stamp Program. Environment: SQL Server

**SOLQ -State Online Query** - The State Online Query system provides the State Human Services agencies (FITAP, Food Stamps and Medicaid programs) with online access to SSA's enumeration verification service, Title II and Title XVI benefit data. The system is functionally similar to the State Verification and Exchange System (SVES) except for restriction to queries only. SOLQ is an enhancement, which provides the State with the capability to retrieve data in real time. Environment: Mainframe

**SIEVS- Statewide Income and Eligibility Verification System** - Provides the state with additional sources of useful information in verifying applicant and recipient reported circumstances. The primary requirements of the system are to obtain and use data from the Social Security Administration Wage and Benefit files, the Internal Revenue Service Unearned Income file and the state wage information collection agency wage and benefit files. The interface data is compared to client data reported to the Welfare Information System (WIS) and the Food Stamp Management Information System (FSMIS) in order to produce discrepancy reports for the parish offices. Delinquency reports and statistical reports are also generated. Environment: Mainframe

**TANF Provider Database- Temporary Assistance for Needy Families** - The TANF Office was created by the Legislature in 2001 to oversee and evaluate newly created initiatives funded with federal Temporary Assistance to Needy Families (TANF) funds. These initiatives include 11 state agencies and 22 different service initiatives. TANF mission is to provide effective leadership in the oversight and evaluation of TANF funded initiatives and services, and to provide policy guidance and recommendations supported by empirical data and assessment tools in the delivery of quality supportive services and programs to help Louisiana's needy families attain self-sufficiency. TANF ensures that the expenditure of funds and the operation of TANF-funded initiatives are done in a manner consistent with legislative intent and comply with federal guidelines to ensure maximum flexibility and performance accountability. Environment: Web

**TIPS – Tracking Information Payment System** - This is a computerized on-line, statewide interagency information management and payment system which is capable of tracking client information and generating payments for OCS clients. The TIPS system serves as the State of Louisiana's legally mandated Central Registry and the Louisiana Adoption Resource Exchange (LARE). Environment: Mainframe

**LARE - Louisiana Adoption Resource Exchange** - This is a legally mandated system for managing information related to children available for adoption and families certified as adoptive homes. LARE is an on-line statewide computer sub-system of TIPS which enhances the TIPS Client Sub-system to focus agency and staff efforts on achieving timely permanent placements for every child in foster care with emphasis on adoption. LARE also enhances the TIPS Provider Sub-system to focus agency and staff efforts on efficient and timely approval and selection of adoptive and foster family homes. The primary purpose of LARE is to bring families and children together so that any child can be placed in a certified adoptive home as quickly as possible. Environment: Mainframe

**AS Administrative Services Driving Records** - This system is a reporting system of DSS employee driving records from the Department of Public Safety. The system prints out a copy of the employee driving record to be maintained in the personnel folder, and produces a variety of reports monthly, quarterly, and annually. Environment: Mainframe

**BATS Billing and Tracking System** - This system is composed of on-line data capture modules and batch procedures which compile information on personnel time allocated and expended, user/research/trouble report request status, hardware resources used, teleprocessing network configuration and utilization, and Data Processing hardware/software inventory. Environment: Mainframe

**AS -Bureau of Appeals** - This system is used to establish and maintain cases where citizens have appealed administrative decisions regarding services provided by the Department of Social Services. The system tracks case information, generates letters, and produces statistical reports. Environment: Mainframe

**CR -Centralized Bank Reconciliation** - Standardized system to handle the reconciliation of all DSS bank accounts. Each program that writes checks creates interface files for the bank reconciliation system. These files contain information for checks that are issued, cancelled, voided, and/or replaced. The banks also provide interface files containing the paid check information. All interface files are used to update check information stored on the bank recon master file. A history file is maintained to allow users to view the disposition of all checks. Monthly reconciliation reports and annual paid analysis reports are produced for the fiscal section. Environment: Mainframe

**CLIENT- Centralized Record Clearance** - This system is an integration of the Centralized Clearance and the Interim State Identification Issuance System adding a higher degree of client tracking and security of access to client/case information. The system provides access to client/case information via on-line inquiry with read only access to identify clients receiving DSS services in 21 program areas. Information is compiled daily. Environment: Mainframe

**RAS- DSS Recovery Accounts System** - This computerized system maintains loss histories for bad debts owed to the state for 10 welfare programs. The primary purpose of the system is to process monies collected from clients to repay over issuances they received from any of the welfare programs maintained by the RA system. Some of these programs are: Food Stamps,

AFDC/FITAP, Support Enforcement, Medical Vendor Payments, and Disaster Relief.  
Environment: Mainframe

**CMIS -Fraud and Recovery Case Management Information System** - The Fraud CMIS system is a database-driven (SQL), browser-based Case Management Information System developed by local contractor Blue Streak Technologies for the OFS Fraud and Recovery Section (FRS). It provides powerful automation of key processes involved in fraud investigations and allows FRS staff to track DSS fraud cases very efficiently. Environment: Mainframe

**FA -ISIS Interface** - This batch system receives financial information from all DSS programs that generate payments. The information is compiled into one file for transmittal to the Division of Administration. Environment: Mainframe

**OFS –RMS -Random Moment Sampling** - This system is a method of work measurement for all regional and local operations. The purposes for which work sampling is used include, Cost allocation of salaries and other costs, Providing a basis for quantitative analysis, Documentation of staffing needs, and budgetary requests, Reporting to federal government to determine program funding ,and work simplifications and other efficiency related projects. Environment: Mainframe

**OCS-RMS – Random Moment Sampling** - This system is a method of work measurement for all regional and local operations. The purposes for which work sampling is used include, Cost allocation of salaries and other costs, Providing a basis for quantitative analysis, Documentation of staffing needs, and budgetary requests, Reporting to federal government to determine program funding ,and work simplifications and other efficiency related projects. Environment: Server

**DDS - Disability Determinations** - This is strictly a batch system used for 2 purposes. First, checks and remittance advices are printed for the Office of Disability Determination Services (DDS) using data files acquired from DDS via file transfer. Second, payroll reports and a payroll file are generated using data from ISIS HR. Environment: Mainframe

## SECTION II

### 2.0 ADMINISTRATIVE INFORMATION

#### 2.1 EXPECTED TIME PERIOD FOR CONTRACT

Any contract resulting from this RFP is tentatively scheduled to begin on or about the estimated contract begin date specified in the calendar of events, and to continue through successful contract completion which will be no longer than 36 months.

#### 2.2 RFP COORDINATOR

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

**DSS MODERNIZATION PROJECT DIRECTOR\***  
**Department of Social Services**  
**627 North Fourth Street, 7<sup>th</sup> floor**  
**P. O. Box 3776**  
**Baton Rouge, LA 70821-3776**  
**Phone: (225) 342-0286**  
**FAX: (225) 342-8636**  
**Diane Pfeifer**  
**Email: dpfeifer@dss.state.la.us**

**\* Note: Ruth Johnson, Undersecretary, is presently serving as DSS Modernization Project Director and will assume those responsibilities as noted in this RFP and in related official correspondence.**

This RFP is available in electronic form at <http://www.dss.state.la.us/>, at the Office of State Purchasing LaPAC website <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>, or by submitting a written request to the RFP Coordinator.

### **2.3 CALENDAR OF EVENTS**

1. Advertise RFP and mail public announcements ..... March 12, 2009
2. Pre-proposal Conference ..... March 19, 2009  
*(10:00am-11:00am, Iberville Building, 1<sup>st</sup> floor, Press room, Baton Rouge, La. 70802)*
3. Deadline for receiving proposer inquiries  
(2:00 P.M. Central Time)..... March 26, 2009
4. Last date to respond to proposer inquiries ..... April 2, 2009
5. Proposal submission deadline (2:00 P.M. Central Time) ..... April 20, 2009  
*(Department of Social Services, Support Services, Iberville Building, 8<sup>th</sup> floor, Baton Rouge, La. 70802)*
6. Formal announcement of selected proposer (tentative).....May 20, 2009
7. Contract begin date (tentative)..... July 1, 2009

**NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.**

## 2.4 PROPOSER INQUIRIES

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services. The State reserves the right to amend the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the address shown in Section 2.2 by the date and time specified in the Calendar of Events (See Section 2.3). Official responses to each of the questions presented by the proposers will be posted by the last date to respond to proposer inquiries indicated in Section 2.3 at <http://dss.state.la.us/> and on the Office of State Purchasing's LaPAC website at <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the web site for the official responses to proposer inquiries.

Only the State DSS Modernization Project Director has the authority to respond to proposers' questions on behalf of the State. Communications from any other individual is not binding on the State.

## 2.5 ADDENDA, SUPPLEMENTS AND AMENDMENTS TO RFP

In the event that it becomes necessary to revise any part of this RFP, an addendum, supplement or amendment to this RFP will be posted at <http://dss.state.la.us/> and on the Office of State Purchasing's LaPAC website at <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>,

## 2.6 PROPOSAL SUBMISSION

The fully completed proposal must be delivered at the proposer's expense, and received in hard copy (printed) version by the RFP Coordinator designated in Section 2.2 on or before 2:00 PM Central Time on the date specified in the Calendar of Events, Section 2.3.

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. Fax or e-mail submissions are not acceptable.

For courier delivery, the street address is **627 North Fourth Street, 8<sup>th</sup> Floor, Baton Rouge, LA 70802**, and the telephone number is **(225) 342-0286, Attention Diane Pfeifer**.

The proposer should provide **3 copies on Compact Disc (CD) and 5 printed copies** submitted to the address specified above. At least one printed copy of the proposal must contain the original signature of a company official or agent duly authorized to sign proposals on behalf of the organization, using the **Certification Statement in Appendix F**. This copy should be clearly marked or differentiated from the other required copies of the proposal by a notation in the lower left corner of the cover with the words **"Signed Original."** This copy will be retained for incorporation by reference in any contract resulting from this RFP.

It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which, for any reason, are not so delivered will not be considered and proposers will be notified.

The State reserves the right to request clarification and modification of any proposal prior to the contract award being made.

The proposal must be valid for at least 90 days from the date of submission.

## **2.7 DETERMINATION OF RESPONSIBILITY**

Determination of the selected proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

## **2.8 WAIVER OF ADMINISTRATIVE INFORMALITIES**

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

## **2.9 WITHDRAWAL OF PROPOSAL**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

## **2.10 SUBCONTRACTORS**

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 the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which involves subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

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.

If a proposer intends to subcontract portions of the work, the proposal should include specific designations of the tasks to be performed by the subcontractor. Copies of any agreements to be executed between the proposer and subcontractor(s) should be included in the proposal.

## **2.11 PROPOSAL MATERIAL OWNERSHIP**

All material submitted regarding and in response to this RFP becomes the property of the State of Louisiana. Selection or rejection of a proposal does not affect this right.

## **2.12 PROPRIETARY INFORMATION**

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.

## **2.13 INCURRING COSTS**

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.

## **2.14 ERRORS AND OMISSIONS IN PROPOSAL**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

## **2.15 REJECTION OF PROPOSALS**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement.

## **2.16 CONTRACT AWARD, NEGOTIATIONS, AND EXECUTION**

The contract will be awarded to the proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected proposer will occur on or about the date indicated in the Calendar of Events, Section 2.3. Negotiations may begin with the announcement of the successful proposer. The successful proposer will be required to furnish the State an electronic version of their proposal.

The State reserves the right to request additional information and/or to negotiate certain clarifications with the proposer selected for this RFP. The State also reserves the right to contract for all or a partial list of services offered in the proposal.

The successful proposer will be expected to enter into a contract with the State, which is substantially the same as the sample contract included in **APPENDIX A**. The RFP and proposal of the selected proposer will become part of any contract initiated by the State. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.

If the contract negotiation period exceeds 10 days or if the selected proposer fails to sign the final contract within three (3) business days of delivery, the State may elect to cancel the award and award the contract to the next highest ranked proposer.

## **2.17 CORPORATION REQUIREMENTS**

Prior to contract execution, the following requirements must be met:

- If the contractor is a corporation not incorporated under the laws of the State of Louisiana, then a certificate of authority pursuant to R. S. 12:301-302 must be secured from the Louisiana Secretary of State and verification of such certificate must be made available to the Office of Contractual Review.
- If the contractor is a for-profit corporation whose stock is not publicly traded, a disclosure of ownership form must have been properly filed with the Louisiana Secretary of State and verification of such form must be made available to the Office of Contractual Review.

## **2.18 CODE OF ETHICS**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are addressed by the Louisiana Board of Ethics.

## **2.19 BILLING AND PAYMENT**

The contractor will submit monthly billings based on the contract rates for each of the project roles. The monthly billings will be supported by time sheets and current written status reports describing the work completed and current status of work in progress. The contractor will not be compensated at a rate higher than the amounts stated in the contractor's response to the RFP, nor for more than the total maximum amount allowed which will be set in the contract resulting from this RFP.

Under normal circumstances, the State should remit payment to the contractor within thirty (30) days of approval of invoices. The State makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed, or clarifications of charges are needed before payment can be made.

## **2.20 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. Additionally, under no circumstances is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Undersecretary of DSS.

## **2.21 DISQUALIFICATION**

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel, and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

## **2.22 WORK ASSIGNMENTS**

The State Modernization Project Director will have discretion to approve/disapprove and/or request additional consultants or to reduce the number of consultants based on work load at any given time. The State Modernization Project Director will make best efforts to provide at least 2 working days notice to the contractor for any changes in the staffing requirements.

## **2.23 REPLACEMENT OR DISMISSAL OF A CONSULTANT**

The Contractor shall replace or dismiss a consultant at the request of the State Modernization Project Director due to non-performance or any other reasonable cause. Also, the Contractor shall not replace a project team member without the expressed written consent of the State Modernization Project Director. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered without impacting the schedule.

## **SECTION III**

### **3.0 SCOPE OF WORK**

It is anticipated that most of the work will be performed on-site in Baton Rouge, La. Off-site work will only be contemplated on an exception basis and will require pre-approval by the State. While some exceptions may be granted, work shall occur between the State's core business hours (7:00 AM and 6:00 PM) to insure maximum knowledge transfer. No Contractor personnel will be required for work less than one week.

### **3.1 KEY REQUIREMENTS**

#### **3.1.1 HUMAN SERVICES SOLUTION-BASED PROCUREMENT (RFP) PROCESS/EVALUATION CONSULTANTS**

Contractor will provide expert consultants to help State staff develop, draft, administer and evaluate the proposals received in response to the RFP for solution-based human services. Tasks associated with this requirement, include:

- Procurement strategies, processes, and documentation
- Preparation of responses to vendor queries
- Pre-proposal conference(s) and meetings
- Vendor evaluation and selection (demonstrations, scripts, site visits, gap analyses, interviews, cost analyses, and recommendations)
- Contract negotiation

For planning purposes, it is estimated that the Contractor will need to provide 1 Project Manager, 1-2 Senior Subject Matter Experts/Business Consultants, and 1 Senior Technical Consultants (see Section 3.2) to fulfill this requirement.

#### **3.1.2 PROJECT MANAGEMENT AND ADMINISTRATION CONSULTANTS**

Contractor will provide experienced consultants to assist State staff to manage and administer the solution-based human services contract in the following tasks:

- Project organization, policies, administration, planning, and oversight

- Communications including project portal, team collaboration, project reporting, project documentation methodologies, and public relations communications with DSS stakeholders and citizens
- Training
- Change management and issue control
- Preparing and maintaining project work plan, project staffing, project budget/cost, management, resource allocation and control, and time reporting
- Implementation planning and cost management
- Business processes workflow design
- Quality assurance

For planning purposes, it is estimated that the Contractor will need to provide 1-2 Project Managers (see Section 3.2.1) to fulfill this requirement.

### **3.1.3 SUBJECT MATTER EXPERTS**

Contractor will provide functional and technical subject matter experts to augment the State personnel on the Human Services Project. These subject matter experts (SME) will team up with their state counter-part and then work with the solution-based human services vendor for successful integration and implementation. Meetings will be scheduled by the DSS Modernization Project Director, no less than 3 days in advance, needed to further project goals and objectives. These meetings will be attended by state and contractor SMEs as well as the solution-based human services vendor for each subject matter. Below is the list of subject matters. It is extremely important that the contractor provide experienced practitioners for each subject matter. The State Modernization Project Director will NOT accept someone who has little or no working experience for the subject matter. Subject matters include:

Food Stamps

Child Protection

Child Welfare – foster care and adoptions

Child Care Assistance

Temporary Assistance to Needy Families (TANF) – cash assistance

Child Support Enforcement

Vocational Rehabilitation Services

### **3.1.4 CONTRACTOR'S PROJECT DIRECTOR**

Contractor will provide a Contractor's Project Director who will function as the Contractor's primary point of contact for contract administration and coordination of Contractor's staff and

responsibilities. The Contractor's Project Director's billing will be factored into Contractor's rates stated in the Proposer's Cost Proposal.

## **3.2 MINIMUM QUALIFICATIONS FOR STAFF AUGMENTATION**

### **3.2.1 PROJECT MANAGERS**

**Shall have:**

- Large-scale project management experience
- Public relations and community outreach skills as evidenced by references
- Consensus building abilities
- Change management experience
- Contract negotiation experience
- Large project procurement experience
- Public sector experience

### **3.2.2 SENIOR TECHNICAL CONSULTANTS**

**Shall have:**

- Project management experience
- Public relations and community outreach skills as evidenced by references
- Consensus building abilities
- Technical experience on large projects, including infrastructure, database, security, data warehouse, business intelligence, management reporting, score card, and various operating systems
- Public sector experience

### **3.2.3 SENIOR SUBJECT MATTER EXPERTS/BUSINESS CONSULTANTS**

**Shall have:**

- Large scale project experience.
- Public relations and community outreach skills as evidenced by references
- Consensus building abilities
- Change management experience
- Practitioner on one or more of the functional subject matters listed in Section 3.1.3
- Public sector experience on the subject

**✚ IT IS MANDATORY THAT THE SUBJECT MATTER EXPERTS SHALL HAVE WORKING EXPERIENCE ON THE FUNCTION. THE CONTRACTOR MUST BE ABLE TO PROVIDE SUBJECT MATTER EXPERTS FOR EACH SUBJECT LISTED IN PARAGRAPH 3.1.3. CONSULTING EXPERIENCE OR BROAD EXPERIENCE ON HUMAN SERVICES CANNOT BE SUBSTITUTED.**

## **SECTION IV**

### **4.0 PROPOSAL EVALUATION AND SELECTION PROCESS**

#### **4.1 PRELIMINARY SCREENING**

Each proposal will be screened for compliance with the proposer qualifications and mandatory requirements as defined in Section 1.4. Failure to meet these qualifications and requirements will eliminate the proposal from further consideration.

#### **4.2 EVALUATION CRITERIA**

Each proposal will be evaluated by an Evaluation Committee according to the following criteria with a maximum of one hundred points awarded.

##### **4.2.1 PROPOSER QUALIFICATIONS**

The maximum possible score for this criterion is **25 POINTS**. The Evaluation Committee will consider:

- Proposer's project management experience on projects of similar size, scope, and complexity;
- Proposer's experience with project management, design and implementation of large scale systems;
- Proposer's public sector experience;
- Proposer's experience implementing client-server applications;
- Stability of proposer's organization(s);
- Human Services Experience.
- Communications/Public Relations experience.
- Staff Training Experience
- Business processes workflow design

##### **4.2.2 PROPOSED PROJECT STAFFING**

The maximum possible score for this criterion is **25 POINTS**. The evaluation committee will consider:

- Proposed staff members' experience/level of skill in those functions outlined in the key requirements (Section 3.1);
- Proposed staff members' role and responsibilities, level of effort, duration of involvement and on-site availability;
- Proposed staff members' job-related technical and functional education and/or certifications.

### 4.2.3 PROPOSED PROJECT APPROACH AND DESIGN METHODOLOGY

The maximum possible score for this criterion is **25 POINTS**. The Evaluation Committee will consider:

- Proposer understands the nature of the state's human services project. Proposer understands of business practices, policies, and procedures in governmental entities in areas such as child welfare, cash assistance, and vocational rehabilitation and other listed subject matter and specialty areas, and how this understanding will be used to execute potential project assignments.
- Modernization project planning, project management, project change control, and other project administration activities;
- Proposer's understanding of human services project risks and experience with the application of appropriate procedures to mitigate project-related design and implementation risks.
- Proposer's understanding of technical issues related to the human services project, including hardware and software installation, configuration, conversion, training, and testing.
- Proposer's detail discussion of human services related technical and functional design and implementation issues. Proposer's knowledge of implementing a comprehensive human services solution within the State's technical infrastructure and identifying issues that would prevent or impair implementation or operation across the State's heterogeneous environment.
- Providing subject matter experts and technical specialists in the areas specified in the scope of work (Section 3.0); Availability and sufficient quantities of Proposer's highly-qualified staff who would be assigned to the State's human services project as demand requires.
- Processing Human Services Solution-based Request for Proposals through evaluation, selection, and contract negotiation processes;
- Proposer's experience for adopting appropriate system and data security measures.
- Assuring change management issues are addressed. Assuring and planning communication efforts with all interested stakeholders and clients of DSS determined in conjunction with DSS Director of Communications.
- Development of comprehensive business processes workflow mapping.
- Proposer's approach to team structure and knowledge transfer. Developing and coordinating a training plan for state field staff.

#### 4.2.4 COST

The maximum possible score for this criterion is **25 POINTS**. Cost proposals will be scored proportionally, based on variance from the lowest Total Project Cost for Scoring. The cost evaluation will be based on the Total Project Cost for Scoring submitted by the proposer on the Cost Proposal Worksheet (Appendix E).

The proposer with the lowest total cost shall receive 25 points. Other proposers will be assigned points for cost based upon the following formula:

Cost points = (lowest Total Project Cost for Scoring /specific proposer's Total Project Cost for Scoring 1) x 25

### 4.3 PROPOSAL CONTENT

The proposal should be in the following format:

#### 4.3.1 EXECUTIVE SUMMARY

This section 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, e-mail address, and phone number. This section should also include a summary of the proposer's qualifications and ability to meet the state's overall requirements.

**It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any contract term, an explanation of each exception MUST be supplied.**

#### 4.3.2 CORPORATE BACKGROUND AND EXPERIENCE

The proposer should give a brief description of the company including a brief history, corporate structure and organization, number of years in business, number of employees, client base, location of offices, and must include in their proposal a copy of financial statements for the past three years, preferably audited. The financial statements shall include both an income statement and a balance sheet. If a cash flow statement is available, it should also be included. The financial statements should be detailed enough to analyze and assess the company's financial position.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract and in designing, implementing, and supporting the type of project and solutions described in Section 4.2.1, Proposer Qualifications. Proposer should describe experience in

implementing and supporting comparable systems in other states or in corporate/governmental entities of similar size and diversity with references from relevant entities that can attest to the proposer's ability to provide the services specified. The state reserves the right to contact customer references to verify information in proposal.

**The proposer should provide this information and present it in the format defined in APPENDIX B.**

#### **4.3.3 PROPOSED PROJECT STAFF**

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related project experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each identified person on this project, their planned assignment to the project, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

The proposer should provide this information and present it in the format defined in APPENDIX C.

#### **4.3.4 PROPOSED PROJECT APPROACH AND METHODOLOGY**

This section should identify the Proposer's approach and methodology for:

- 1) Proposer understands of business practices, policies, and procedures in governmental entities in areas such as child welfare, cash assistance, and vocational rehabilitation and other listed subject matter and specialty areas, and how this understanding will be used to execute potential project assignments.
- 2) Modernization project planning, project management, project change control, and other project administration activities;
- 3) Proposer's understanding of human services project risks and experience with the application of appropriate procedures to mitigate project-related design and implementation risks.
- 4) Proposer's understanding of technical issues related to the human services project, including hardware and software installation, configuration, conversion, training, and testing.
- 5) Proposer's detail discussion of human services related technical and functional design and implementation issues. Proposer's knowledge of implementing a comprehensive

human services solution within the State's technical infrastructure and identifying issues that would prevent or impair implementation or operation across the State's heterogeneous environment.

- 6) Providing subject matter experts and technical specialists in the areas specified in the scope of work (Section 3.0); Availability and sufficient quantities of Proposer's highly-qualified staff who would be assigned to the State's human services project as demand requires.
- 7) Processing Human Services Solution-based Request for Proposals through evaluation, selection, and contract negotiation processes;
- 8) Proposer's experience for adopting appropriate system and data security measures.
- 9) Assuring change management issues are addressed. Assuring and planning communication efforts with all interested stakeholders and clients of DSS determined in conjunction with DSS Director of Communications.
- 10) Development of comprehensive business processes workflow mapping.
- 11) Proposer's approach to team structure and knowledge transfer. Developing and coordinating a training plan for state field staff.

**The proposer should provide this information and present it in the format defined in APPENDIX D.**

#### **4.3.5 COST PROPOSAL**

The cost proposal must include the anticipated project roles (Project Manager, Senior Technical Consultant and Senior Subject Matter Expert/Business Consultant) and a proposed hourly rate per role. These hourly rates must include any and all costs the contractor expects to be paid, including travel expenses, labor, per diem, overhead, account management (includes Project Director's time), and any other costs related to this service. Travel time is not billable.

The Weighted Hourly Rate for each project role will be computed as the hourly rate multiplied by a weight assigned for each role. The Weighted Hourly Rate for each of the project roles will be summed to provide the Total Project Cost for Scoring.

The State will not accept cost proposals that require a minimum number of hours or require any minimum monthly/annual billing amounts.

The total compensation for the resulting contract will not exceed the total maximum contract amount which will be included in the resulting contract.

**The proposer MUST provide this information in the Cost Proposal table format defined in APPENDIX E. Any proposal not in this format will be disqualified.**

#### **4.3.6 CERTIFICATION STATEMENT**

At least one copy of the proposal must contain the original signature of a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, using the **Certification Statement in Appendix F**.

#### **4.4 PROPOSER INTERVIEWS**

The State reserves the right to make an award based upon initial offers. However, the proposers susceptible of being selected for award may be invited to participate in oral interviews with the Evaluation Committee. Proposers may be asked to provide clarification on corporate background and experience, proposed project staff experience, and proposed project approach and methodology. Proposers are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the proposal may be formally recorded in the contract. The State expects that the Proposer's Project Director and other key personnel named in the proposal will take an active and leading role in these interviews. No preliminary conclusions or results will be given out until the Evaluation Committee has completed the entire evaluation process and the formal announcement of a selected proposer has been made.

#### **4.5 SCORING**

The State reserves the right to make an award based upon initial offers. If oral interviews are conducted, the proposals selected for final evaluation will be re-scored on the same basis as the preliminary scoring. The Evaluation Committee will take into account information obtained from the Proposer interviews/presentations, and references. The highest scored proposal will be selected.

#### **4.6 FINAL SELECTION**

The Evaluation Committee will recommend the highest scored proposal for acceptance by the State's Modernization Project Director. Upon concurrence by the Undersecretary of final selection, a formal announcement of the selected Proposer will be made, and all Proposers will be notified. Contract negotiations should begin by the date listed in the Calendar of Events. The final selection is subject to the approval of the Division of Administration, Office of Contractual Review.

## APPENDIX A – SAMPLE CONTRACT

### STATE OF LOUISIANA

### PROFESSIONAL SERVICES AGREEMENT BETWEEN STATE OF LOUISIANA AND CONTRACTOR NAME

(\* Indicates some of the contract provisions that are **not** negotiable)

On this (*day*) of (*month, year*), the Department of Social Services, State of Louisiana, 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

*To be determined during contract negotiations.*

#### 1.1 CONCISE DESCRIPTION OF SERVICES

The specific goal and objective of the contract is for the CONTRACTOR to provide project management services at the State’s discretion in the design, development and implementation of the project.

#### 1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in Attachment I – Statement of Work that is made a part of this contract.

#### 2.0 ADMINISTRATIVE REQUIREMENTS

#### 2.1 TERMS OF CONTRACT

This contract shall remain in effect for a period (*to be determined during contract negotiation*). The State has the right to contract for up to three years upon approval.

#### 2.2 WARRANTIES

CONTRACTOR shall indemnify STATE against any loss or expense arising out of any breach of any specified Warranty.

#### 2.3 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

## **APPENDIX A – SAMPLE CONTRACT**

subcontractors. The cost of such insurance shall be included in the total contract amount. For insurance requirements, refer to Attachment II.

### **2.4 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.

### **2.5 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 promptly reporting any breach of security to the STATE.

### **2.6 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 (FEIN).

### **2.7 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 security 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 QUALITY ASSURANCE REVIEWS**

The STATE has a quality assurance program in place and a plan to effectively utilize that program for this project. The STATE reserves the right to conduct a Quality Assurance Review during this contract period since such reviews are conducted periodically throughout the course of a systems project. The CONTRACTOR will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the STATE.

## **APPENDIX A – SAMPLE CONTRACT**

### **3.3 CONTRACTOR RESOURCES**

CONTRACTOR agrees to provide the following contract related resources:

#### **A. Key Personnel**

CONTRACTOR shall assign staff that possesses the knowledge, skills, and abilities to successfully perform assigned tasks.

#### **B. Personnel Changes**

CONTRACTOR'S 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 CONTRACTOR personnel become unavailable due to resignation, illness or other factors, excluding assignment to a project outside this contract, outside of the CONTRACTOR'S reasonable control, as the case may be, the CONTRACTOR shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

### **3.4 STATE MODERNIZATION PROJECT DIRECTOR**

STATE shall appoint a State Modernization Project Director for this contract who will provide oversight of the activities conducted hereunder. The assigned State Modernization Project Director 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.

### **3.5 STATE FURNISHED RESOURCES**

STATE will make available to the CONTRACTOR, for CONTRACTOR'S use in fulfillment of this contract, resources as described below:

#### **A. State Modernization Project Director**

The STATE shall appoint a State Modernization Project Director as described in Article 3.4 who will be the principal point of contact for this contract on behalf of the STATE.

#### **B. Functional and Technical Staff**

The DSS will provide functional and technical staff with a broad base of knowledge across all areas of human services project. The level of effort required and time frames will be documented based upon a work plan to be established. Reasonable access to other personnel on a limited basis will be coordinated through the State Modernization Project Director.

## **APPENDIX A – SAMPLE CONTRACT**

### **C. Office Facilities**

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

### **D. Computer Facilities**

STATE will make available use of computer facilities at reasonable times and in reasonable time increments. Any special facility requirements shall be addressed in the appropriate planning documents or documented by the CONTRACTOR in a memorandum.

### **E. PC Workstations**

STATE will provide workstations, operating system and software licenses (Word, Excel, Power Point, and Outlook) necessary to function as part of the STATE network. In accordance with the Department of Social Services Policy, modem hardware attached to or installed in desktop computer systems connected to the network is prohibited. Additionally, laptop users are prohibited from using simultaneous connections via the modem and the network interface.

Any resources of the STATE furnished to the CONTRACTOR shall be used only for the performance of this contract.

## **3.6 STATE STANDARDS AND GUIDELINES**

CONTRACTOR shall comply with Division of Administration and Department of Social Services standards and guidelines related to systems development, migrations, software distribution, security, networking, and usage of STATE resources described.

The Division of Administration has standardized its PC environment with Microsoft Windows and an Ethernet local area network. The current standard for the Department of Social Services' desktop applications running on the local area network are: Word, Excel, Power Point and Novell GroupWise (e-mail).

## **3.7 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 Department of Social Services' desktop applications defined in Section 3.6. 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 as described in Section 3.6.

## **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted if they have been performed in accordance with the applicable specifications for CONTRACTOR'S work in the Statement of Work,

## **APPENDIX A – SAMPLE CONTRACT**

the Request for Proposals, the CONTRACTOR'S Proposal, and/or as subsequently modified in STATE-approved project management design and implementation documents developed within this Project.

### **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 (*\$Total dollar amount*). CONTRACTOR'S billing rates are (*to be fixed upon award*).

The total maximum compensation for the contract will be based on the hourly rate in the Proposal.

CONTRACTOR will submit billings to the DSS Modernization Project Director which are supported by written status reports; and time sheets indicating effort expended by CONTRACTOR personnel on each deliverable. The format of the invoice is subject to STATE approval.

Payment will be made only on approval of the State Modernization Project Director.

### **6.0 TERMINATION**

#### **6.1 TERMINATION FOR CAUSE**

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

#### **6.2 TERMINATION FOR CONVENIENCE**

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

#### **6.3 REMEDIES FOR DEFAULT \***

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

## **APPENDIX A – SAMPLE CONTRACT**

### **6.4 NOTICE TO EITHER PARTY**

Notice to either party may be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party below. Such notice shall be effective when received as indicated by post office records. Alternatively, notice may be given by personal delivery, by any means whatsoever, to the party at the address designated during normal business hours.

For the above purposes, STATE and CONTRACTOR’S names and addresses are respectively:

Mr. Duane Fontenot  
Information Technology Director  
Department of Social Services  
7th Floor – Iberville Building  
627 North Fourth Street  
Baton Rouge, Louisiana 70802

CONTRACTOR’S Name and Address

### **7.0 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.

### **8.0 OWNERSHIP OF PRODUCT**

Any software, research, reports, studies, data, or other documents, drawings or materials prepared by the contractor in the performance of its obligations under the Agreement shall be the exclusive property of the State and all such materials shall be delivered to the State by the contractor upon completion, termination or cancellation of this Agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the State; provided, however that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

For materials that preexist the contract or that the Contractor or third parties have all rights, title, and interest, the Contractor grants to the State an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute, within the State only. Both parties agree to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted.

## **APPENDIX A – SAMPLE CONTRACT**

### **9.0 ASSIGNMENT \***

CONTRACTOR shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the STATE, provided however, that claims for money due or to become due to the CONTRACTOR from the STATE may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the STATE and to the Office of Contractual Review, Division of Administration.

### **10.0 RIGHT TO AUDIT \***

CONTRACTOR grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency of the STATE, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five (5) years from the date of the last payment made 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. Records shall be made available during normal working hours for this purpose.

### **11.0 RECORD RETENTION**

CONTRACTOR agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after final payment, or as required by applicable Federal law.

### **12.0 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.

### **13.0 FUND USE**

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.

### **14.0 NON-DISCRIMINATION \***

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

## **APPENDIX A – SAMPLE CONTRACT**

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 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.

### **15.0 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.

### **16.0 HEADINGS**

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

### **17.0 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.

### **17.1 GOVERNING LAW \***

The laws of the State of Louisiana shall govern the terms of the contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **17.2 SEVERABILITY**

Any provision of the contract is severable if the provision in the contract is in violation of the laws of the State or become inoperative due to changes in state or federal law, or applicable state or federal regulations.

### **18.0 CLEAN AIR ACT (Federal Clause)**

**APPENDIX A – SAMPLE CONTRACT**

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 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.

IN WITNESS THEREOF, the parties have by their duly authorized representative set their signatures.

**CONTRACTOR**

**STATE OF LOUISIANA**

State of Louisiana  
Department of Social Services  
Kristy Nichols

BY: \_\_\_\_\_  
Name  
Title

BY: \_\_\_\_\_  
Ruth Johnson, Undersecretary

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

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

**WITNESSES SIGNATURES:**

**WITNESSES SIGNATURES:**

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

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

## **APPENDIX A – SAMPLE CONTRACT**

### **ATTACHMENT I - STATEMENT OF WORK**

#### **1.0 DESCRIPTION OF SERVICE**

*The scope of this contract will be determined during contract negotiations.*

#### **2.0 PERFORMANCE MEASURES**

The performance of the contract will be measured by DSS. The State Modernization Project Director will review all methodology, project plans and work product of CONTRACTOR and use the following criteria to measure the performance of the CONTRACTOR in accordance with the state's project timeline:

1. Availability of CONTRACTOR'S functional and technical staff to perform the task
2. Modernization project planning, project management, project change control, and other project administration activities
3. Adequate performance of work which meets the State's specified requirements for (*description of services*).
4. Processing Human Services Solution-based Request for Proposals through evaluation, selection, and contract negotiation processes
5. Assuring change management issues are addressed. Assuring and planning communication efforts with all interested stakeholders and clients of DSS determined in conjunction with DSS Director of Communications
6. Development of comprehensive business processes workflow mapping
7. Developing and coordinating a training plan for state field staff.

#### **3.0 MONITORING PLAN**

The State Modernization Project Director will monitor the services provided by the CONTRACTOR and the expenditure of funds under this contract. The State staff person who will be primarily responsible for the day-to-day contact with the CONTRACTOR and day-to-day monitoring of the CONTRACTOR'S performance will be the State Modernization Project Director.

The performance of the CONTRATOR will be monitored by:

1. Submitting documentation, approved by the State Modernization Project Director, to the CONTRACTOR.
2. Reviewing Contractor's tasks and prepared documents to ensure that all requirements were met.
3. Supervising and directing State human services project staff in reviewing documents and designs developed by the CONTRACTOR based on tasks assigned to ensure work is of acceptable quality.
4. Verifying monthly CONTRACTOR invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

## **APPENDIX A – SAMPLE CONTRACT**

### **4.0 DELIVERABLES**

*To be determined during contract negotiations.*

## **APPENDIX A – SAMPLE CONTRACT**

### **ATTACHMENT II - 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" as respects liability arising out of activities performed by or

## **APPENDIX A – SAMPLE CONTRACT**

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. Coverage**

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 stated herein.

## **APPENDIX B – CORPORATE BACKGROUND AND EXPERIENCE**

### **I. COMPANY DESCRIPTION**

1. Provide a brief description of the company including history, corporate structure and organization, number of employees, client base, and the number of years in business.
2. Provide a brief descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

### **II. RELEVANT EXPERIENCE (For each project referenced – provide the information in the following format):**

#### **1. Project 1**

- a. Project type(s): *(Identify the name of the specific project)*
- b. Customer type: Specify city, county, state, university, federal, corporation, etc.
- c. Prime contractor or subcontractor: *(Specify)*
- d. If subcontractor, what % of total project:
- e. Customer name: Specify the name of the customer.
- f. Project Size: Specify the total cost of the project, number of employees on the project, and the number of end-users.
- g. Project Dates: (Indicate the start and end date of the project. If the project is not completed, indicate the expected end date.
- h. Work performed: (Explain the project and the work performed by your company. If multiple companies participated in the referenced project, each company, prime and sub-contractors, and their roles in the project must be provided.)
- i. Relevance: (Briefly define the relevance of this project to the State's human services project—Similar in size, scope, complexity, significant design challenges and/or implementation effort, etc).
- j. Technical Environment: Describe the type of implemented solution (including application name, type of software and equipment architecture used).
- k. Reference: (Provide the name, title, address and telephone number of the person that can be contacted for references).

#### **2. Project 2, 3, etc. (repeat a-k above for each project)**

**NOTE: A COPY OF THE FINANCIAL STATEMENTS FOR THE MOST RECENT THREE YEARS MUST BE SUBMITTED WITH PROPOSAL.**

## APPENDIX C – PROPOSED PROJECT STAFF FORMAT

[Provide the following for the Proposer’s overall Project Director, Project Managers, Senior Subject Matter Experts/Business Consultants, and Senior Technical Consultants who will be assigned to this project]

---

**Name and Title:**

**Current Employer:**

**Role on this project:**

- **Type Assignment** (*Project Manager, Senior Subject Matter Expert/Business Consultant, Senior Technical Consultant, etc.*)
- **Areas of Assignment** (*Project Management and Administration, human services solution-based procurement (RFP) Process/Evaluation, Subject Matter Expert, Technical Consultant*)
- **Subject Matter/Technical Specialty** (*Material Management, Asset Management, Conversion*)

**Availability:** (*Hours per week or hours per month and specify on-site or off-site hours*)

**Duration of Involvement:** (*indicate the estimated dates that the person will be on-site*)

**Customer references:** (*Name, Title, Company Name, Address & Telephone #*)

**Prior Experience:**

**(SPECIFIC PROJECT) EXPERIENCE – For each project referenced provide the information in the following format:**

**Project 1:**

Project Assignment: (*name and description of project*)

Customer Type: (*city, county, state or federal government, or corporation*)

Number of employees impacted by the project:

Role/responsibility on project: (*including functional/technical specialty area*)

Employer:

Prime contractor or subcontractor: (*Specify*)

Dates:

Average hours per month on project:

**Project 2, 3 etc.**

**Education, Training, Certification:**

## **APPENDIX D – PROJECT APPROACH FORMAT**

### **I. NATURE OF PROJECT**

Describe your understanding of this project and how your proposal will best meet the state's needs. Do this for each of the following:

- Project Management and Administration Consultants
- Human Services Solution-based Procurement (RFP) Process/Evaluation Consultants
- Subject Matter Experts/Business Consultants
- Subject Matter Experts/Technical Consultants

### **II. APPROACH**

Define the approach for providing the following:

- Project Management and Administration Consultants
- Human Services solution-based procurement (RFP) Process/Evaluation Consultants
- Subject Matter Experts/Business Consultants
- Subject Matter Experts/Technical Consultants

### **III. TEAM ORGANIZATION**

Define approach for project team organization and task assignments to transfer specialty and technical knowledge to position the state to be self-sufficient after implementation.

### **IV. PROJECT RISKS**

Identify potential areas of risk associated with the project and procedures to mitigate these risks, as well as any other business process issues.

### **V. PROJECT MANAGEMENT**

Describe approach to project management and administration methodology to be used for the project.

### **VI. QUALITY ASSURANCE**

Describe the quality assurance program/process/methods employed by company.

### **VII. OTHER**

Provide any other information which you feel is relevant that was not specifically required in section 4.3.4.

**APPENDIX E - COST PROPOSAL**

The proposer must include the Hourly Rate for each Project Role as described in Section 3.2, and then multiply the Hourly Rate x the Rate Weight Factor giving the Weighted Hourly Rate for each Project Role. The Weighted Hourly Rate for each Project Role is then summed giving the **Total Project Cost for Scoring**. Proposers **MUST** submit their cost proposal in the following table format.

In accordance with Section 4.3.5, the proposer must take travel expenses, labor, per diem, overhead, account management, and any other costs related to this service into account in determining the hourly rates proposed. Travel time is not billable.

<b>Project Role</b>	<b>Hourly Rate</b> x	<b>Rate Weight Factor</b> =	<b>Weighted Hourly Rate</b>
Project Manager	\$	1	\$
Senior Technical Consultants	\$	1	\$
Senior Subject Matter Experts /Business Consultants	\$	2	\$
<b>Total Project Cost for Scoring</b>			\$

The **TOTAL PROJECT COST FOR SCORING** for the project will be used for calculating the cost points per section 4.2.4. The Hourly Rates for each Project Role will be used in the resulting Project Contract to compute the Total Compensation paid to Contractor.

**APPENDIX F – CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. Phone Number with area code: (\_\_\_\_\_) \_\_\_\_\_

B. E-mail Address: \_\_\_\_\_

C. Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_

D. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least 90 days from the date of submission of proposal;
- (5) Proposer understands that if selected as the successful proposer, he/she will have three (3) business days from the date of delivery of final contract in which to execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_