REQUEST FOR PROPOSALS

For

FAMILY ASSISTANCE TECHNOLOGY SUPPORT

For
Department of Social Services
Office of Family Support
Family Assistance Division

DATE: APRIL 8, 2010
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1.0 GENERAL INFORMATION

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

Within the Department are several offices including the Office of Family Support (OFS). The Office of Family Support is committed to recognition of the basic human needs and civil rights of both customers and employees, respect for the integrity of individuals, children, and families, and the delivery of services and benefits in a fair, equitable, and caring manner.

Below are the primary applications that fall under the umbrella of Family Assistance within the Office of Family Support:

- **Supplemental Nutrition Assistance Program (SNAP)** - The Supplemental Nutrition Assistance Program (SNAP) provides monthly benefits that help eligible low-income households buy the food they need for good health. For most households, SNAP funds account for only a portion of their food budgets; they must also use their own funds to buy enough food to last throughout the month. Eligible households can receive food assistance through regular SNAP or through the Louisiana Combined Application Project (LaCAP).

- **Family Independence Temporary Assistance Program (FITAP)** - Provides temporary cash assistance to families in need. The goal of FITAP is to decrease the long-term dependency on welfare assistance by promoting job preparation and work. Public assistance is no longer a lifetime benefit but an opportunity to become independent after a financial crisis.

- **Kinship Care Subsidy Program (KCSP)** - Provides cash assistance for eligible children who reside with qualified relatives other than their parents. KCSP provides cash assistance of $280 per month for each eligible child who resides with a qualified relative other than a parent.

- **The Child Care Assistance Program (CCAP)** - Helps low-income families to pay for the child care needs while working or attending school or receiving training. Monthly payments are based on the number of hours the parents work, look for work, or attend school or training, the amount charged by the child care provider, family size, and household income. Parents can select any Class A child care center, school-based before and after school program, registered family child day care home, or in-home provider.

- **Strategies to Empower People (STEP) Program** - The work component of the FITAP program provides opportunities for work-eligible families of FITAP to receive job training, employment and supportive services to enable them to become self-sufficient. The goal of the STEP Program is to provide opportunities for work-eligible families of FITAP to receive job training, employment and supportive services to enable them to become self-
sufficient. STEP is the result of the Personal Responsibility and Universal Engagement
Act of 2003 passed by the Louisiana Legislature.

SNAP, FITAP and KCSP in Louisiana are primarily supported by the Louisiana Automated
Management Information (LAMI) system. CCAP is supported by the Child Care Assistance
Program System (CAPS) and the STEP program is supported by the JOBS Automated
System (JAS).

OFS has introduced web-based systems including:

**Case Review System** – The Case Review System provides an automated and efficient method
for reviewing FITAP, SNAP, KCSP, CCAP, and STEP cases. Full or slant reviews can be
completed on the system. All responses can be tracked on the case review system.

**LAMI Adhoc** – The LAMI Adhoc Report System allows creation of Adhoc, non-standard reports
using current online data. After selecting criteria, any of the following actions may be
performed:
- View the query results,
- Print the results using standard Web browser print functions,
- Save the query as an Excel file, or
- Define a new query

**LAMI Inquiry** – The LAMI Inquiry provides a “one-screen look-up” of the most requested
information in LAMI. The use of this application saves time that was previously utilized by
scrolling through the numerous LAMI screens to obtain case demographics, i.e.; resources,
income, expenses, and household composition. It also provides the capability to print a page
from the desktop and/or network printer, which can be given to the client for verification
purposes.

**Disaster SNAP** – Allows clients to ‘pre-apply’ for Disaster SNAP benefits prior to a disaster.

The Family Assistance applications are primarily written in Natural/ADABAS/JAVA and run on
an IBM Z/OS operating system. Access to the online environment is through CICS and nightly
batch processes are executed in TSO. DSS/IT and these applications utilize a wide variety of
software products, including an automated job scheduler called ZEKE for mainframe jobs and
ZENA for its server-oriented counterpart. Access to the mainframe is controlled by the
Resource Access Control Facility (RACF) security software, Novell security as well as Natural
Security and, application security. D-SNAP is written using the Curam Enterprise Framework
V5.2 and DB2. The application runs on Websphere Application Server on an IBM z/OS
operating system. Security is controlled by a combination of both LDAP and the Curam
application.

### 1.2 Purpose

DSS is conducting a fair and impartial competitive procurement process to solicit proposals from
qualified contractors to supplement its internal staff with **three contractors (one (1) Project
Manager / Lead Analyst and two (2) JAVA/J2EE Programmer Analysts)** who will operate in
the same capacity as the internal staff in order to keep up with increasing workloads and user-
demands. Contract staff must be able to work with current analyst/programmers under the
direction of the project manager.
Contractor is required to be housed at DSS (627 North 4th Street, Baton Rouge LA) and to perform all work at this location, unless prior approval is received by the State.

DSS normal work hours are between 7:00 a.m. and 5:00 p.m. The contractor will be required to work eight (8) hours per day within the work hours indicated above, (overtime if necessary, excluding state holidays and weekends). There may, on occasion, be overtime required but it is not anticipated to be excessive as we diligently plan our projects and timelines ahead of time.

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

1.3 Goals and Objectives

Primary goals and objectives are to acquire the services of a contractor to provide Information Technology services to augment the State’s IT staff to implement enhancements and modifications to the Family Assistance mainframe and web-based applications to make the systems more efficient, robust, and user friendly.

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

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on July 1, 2010 and to continue through June 30, 2011. The State has the right to extend this contract for up to three years with concurrence of the Contractor and all appropriate approvals. In no event shall the term of this contract, including extensions hereto, be for a period of more than three (3) years.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

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

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

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

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

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

**Inquiries concerning this RFP shall be submitted in writing to:**

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

E-mail: Dickie.Howze@LA.GOV

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

Kathy Trivette, Management Consultant  
DSS Administrative Services  
P.O. Box 3496  
Baton Rouge, La.  70821

E-Mail: kathy.trivette@la.gov

### 2.4 Definitions

**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.

**Can** – The term “can” denotes an advisory or permissible action.

**Contractor** – The Proposer awarded the Contract as a result of this RFP.

**Could** – The term “could” denotes an advisory or permissible action.

**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.

**DSS** – The Department of Social Services

**DSSIS** – Department of Social Services Information Services

**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.

**Employee** – includes any person employed by contractor, under a written agreement between you and the contractor, to perform duties related to the contract.

**LAMI** – Louisiana Automated Management Information System

**LaPAC** – The State’s online electronic bid posting and notification system, located on the Office of State Purchasing website [www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp) and is available for vendor self-enrollment.

**May** – The term “may” denotes an advisory or permissible action.

**Must** – The term “must” denotes a mandatory action or requirement.

**Occurrence** – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.

**Proposal** – The formal written response to this document.

**Proposer** – Company or Firm responding to this RFP

**RFP** – Request for Proposal (This document).

**Shall** – The term “shall” denotes mandatory requirements.

**Should** – The term “should” denotes an advisory action and is not mandatory.

**SOW** – Statement of Work

**State** – The State of Louisiana, Department of Social Services, Office of Family Support, Family Assistance Division.

**Will** – The term “will” denotes a mandatory action or requirement.
### 2.5 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Proposal</td>
<td>April 8, 2010</td>
</tr>
<tr>
<td>Deadline for receiving Proposers inquiries</td>
<td>April 22, 2010 3:00 p.m.</td>
</tr>
<tr>
<td>Issue responses to Proposers inquiries</td>
<td>April 29, 2010 3:00 p.m.</td>
</tr>
<tr>
<td>Final 3-day Inquiry deadline for DSS’ response to previously submitted vendor questions</td>
<td>May 4, 2010 3:00 p.m. (CDT)</td>
</tr>
<tr>
<td>Proposal submission deadline</td>
<td>May 18, 2010 3:00 p.m. (CDT)</td>
</tr>
<tr>
<td>Notice of Intent to Award (To be determine)</td>
<td>To be determined</td>
</tr>
<tr>
<td>Begin Contract negotiation (To be determined)</td>
<td>To be determined</td>
</tr>
</tbody>
</table>

**NOTE:** The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

### 3.0 PROPOSAL INFORMATION

#### 3.1 Minimum Qualifications of Proposer

Proposers are asked to provide **one (1) Project Manager / Lead Analyst and two (2) JAVA/J2EE Programmer Analysts**, with the following minimum qualifications:

- **The Project Manager/Lead Analyst** shall have the following qualifications:
  - 5 years analysis/programming experience in requirements analysis and design, development, testing, implementation, and maintenance of software including at least 2 years experience in a compatible environment.
  - A minimum of 5 years managing computer application oriented projects.
  - Experience must have included day-to-day management of project teams, work assignments, estimating costs and time frames, performance metrics, status reporting, and creating invoices.
  - Experience must also include conducting or participating in JAD sessions where appropriate with users, IT staff, Customer Relationship Managers and other appropriate entities including other state vendors on collaborative projects.
Experience with ADOBE intelligent document and work flow processing
Experience with Social Service and/or Eligibility Determination applications
will be considered beneficial.

• The two (2) JAVA/J2EE Programmer Analysts shall have the following qualifications:
  o 3 years analysis/programming experience in JAVA/J2EE development
testing, implementation, and maintenance of software.
  o Experience with ADOBE intelligent document and work flow processing is
desirable.
  o Experience with DB2 is a plus but not required.
  o Experience with Social Service and/or Eligibility Determination applications
will be considered beneficial.
  o For at least one of the Programmer Analysts, a minimum of 1 year of
experience coding in the Curam Enterprise Framework; using V5 or higher,
is preferred.

3.2 Determination of Responsibility
Determination of the 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 that their proposals contain sufficient information for the State
to make its determination by presenting acceptable evidence of the above to perform the
contracted services.

3.3 RFP Addenda
State reserves the right to change the schedule of events or revise any part of the RFP by
issuing an addendum to the RFP at any time.

3.4 Waiver of Administrative Informalities
The State reserves the right, at its sole discretion, to waive administrative informalities
contained in any proposal.
3.5 Proposal Rejection/RFP Cancellation

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 if it is determined to be in the State’s best interest.

3.6 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.

3.7 Subcontracting Information

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 specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of State. Selection or rejection of a proposal does not affect this right.

3.9 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.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by 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.
3.11  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.

3.12  Contract Award and Execution
The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13  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. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0  RESPONSE INSTRUCTIONS

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

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

PROPOSAL NAME: FAMILY ASSISTANCE INFORMATION TECHNOLOGY SUPPORT

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

Richard Howze, I.T. Director
Department of Social Services
P. O. Box 3957
Baton Rouge, LA 70821-3957
Attention: Kathy Trivette
Proposals may be **delivered by hand or courier service** to:

Richard Howze, I.T. Director  
c/o DSS Administrative Services  
627 North 4th Street, Room 6-203  
Baton Rouge, LA  70802  
(225) 342-4199

Attention: Kathy Trivette

**Proposer Responsibilities**

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.

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

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

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

Proposals must be submitted on or before the date and time specified in subsection **2.5 - Schedule of Events** of this RFP.

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

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

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

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

Proposals must be signed by an individual authorized to bind the firm to the commitments required in the RFP as well as to the price offered in the proposal.
Proposals must contain an unequivocal positive statement that the firm will supply all the services and products required in this RFP for the fixed price offered in the proposal.

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

4.2 Proposal Format
Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter
A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority.

4.4 Technical and Cost Proposal
Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement
The Proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 PROPOSAL CONTENT
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 services as described herein. Proposer should respond to all areas requested.

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

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

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

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

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

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

5.1 Executive Summary
This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment IV Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

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

5.2 Corporate Background and Experience
The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

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. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.
5.3 Proposed Project Staff

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

As was previously mentioned, the State seeks to maximize the technical maintenance/enhancement dollars available to it while minimizing development and technical inefficiencies of enhancing and maintaining the Family Assistance mainframe and web-based systems. Therefore, experience will be key evaluation criteria.

Proposers should provide experienced management and technical staff as part of its proposal. Proposed staff should have an effective blend of skills in complex systems maintenance and enhancement environment knowledge. This RFP has specified that level of effort and cost estimating are extremely important. Proposers should clearly describe the experience in these areas of the management/ supervisory staff being bid including experience in the methodology and tools to be utilized.

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

- Detailed information about the experience and qualifications of the proposer’s assigned personnel and subcontractors (if any). The resume should include current certifications.

- Education, training, technical experience, functional experience, specific dates, and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.

- A minimum of three references for each resume (name, title, company name, address and telephone number) should be provided for cited projects in the individual resumes.

- Experience with and length of time employed by the proposer.

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

- All developers/analysts must have the ability to write business design documents and technical design documents.

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

DSS is seeking **One (1) Project Manager/Lead Analyst** and **Two (2) JAVA/J2EE Programmer Analysts** with the following qualifications:

- **One (1) Project Manager / Lead Analyst** – will have overall management and leadership responsibility for the project team. This includes the planning, development, generation and acceptance of all project deliverables. The Project Manager/Lead Analyst will also be responsible for the project communications,
including information for the project plan, status reports, weekly time tracking. In
general, the Project Manager/Lead Analyst will ensure that the project is on time,
within budget and within scope. The Project Manager/Lead Analyst must be
physically located in the continental United States and be available to travel to
Baton Rouge within 72 hours of a request. The contract will have 2080 available
hours annually and the Project Manager must be available Monday through Friday
and able to commit a minimum of ten (10) hours weekly to project management.

- Specifically the Project Manager/Lead Analyst shall have the following
  qualifications:

  o 5 years analysis/programming experience in requirements analysis and
design, development, testing, implementation, and maintenance of software
including at least 2 years experience in a compatible environment.
  o A minimum of 5 years managing computer application oriented projects.
  o Experience must have included day-to-day management of project teams,
work assignments, estimating costs and time frames, performance metrics,
status reporting, and creating invoices.
  o Experience must also include conducting or participating in JAD sessions
where appropriate with users, IT staff, Customer Relationship Managers
and other appropriate entities including other state vendors on collaborative
projects.
  o Experience with ADOBE intelligent document and work flow processing
  o Experience with Social Service and/or Eligibility Determination applications
will be considered beneficial.

- The Two (2) JAVA/J2EE Programmer Analysts shall have the following
  qualifications:

  o 3 years analysis/programming experience in JAVA/J2EE development
testing, implementation, and maintenance of software.
  o Experience with ADOBE intelligent document and work flow processing is
desirable.
  o Experience with DB2 is a plus but not required.
  o Experience with Social Service and/or Eligibility Determination applications
will be considered beneficial.
  o For at least one of the Programmer Analysts, a minimum of 1 year of
experience coding in the Curam Enterprise Framework; using V5 or higher,
is preferred.

Contract staff shall use DSS provided tools to complete all mainframe/Web
programming work.

5.4 Approach and Methodology

This section of the proposal should describe the approach and methodology used by the
proposer. This section should describe the:
• Proposers understanding of the nature of the Department of Social Services and how their proposal will best meet the needs of the state.
• Proposer should define the functional approach in providing the services.
• Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
• Approach to Project Management and Quality Assurance.
• Escalation procedures to be followed by the proposer to resolve problems, issues, and/or changes.
• Procedures to be used to provide updates and status information in a written and/or oral format, and to interface with State management.
• Sign-off procedures for the major decision-making points of the work plan
• Approach to obtaining State approval of deliverables.
• An indication, by deliverable, of the allocated turnaround time for State review, acceptance or rejection of deliverables.
• Approach to monitoring performance standards and overall performance monitoring plans.
• Automated support tool(s) that will be used to plan, track, and report project status, DSS Desktop software.
• Sample project status/updates reports (and frequency) the proposer will use;
• Methods used by the proposer to track and report financial expenditures associated with the contract;
• Methods and procedures to allocate, track, and report resource time to project milestones, deliverables, and tasks.
• System design, modification, and documentation standards to be used;
• Approach to capacity analysis determination, including assumptions and relationships to; the hardware, software, data, and telecommunications architecture of the system and the Louisiana technical computing environment.

5.5 Cost Information
The Proposer must provide a fixed hourly rate for the resource identified in Part 5.0 – Proposal Content - Item 5.3 – Proposed Project Staff

The rates will be for the term of this contract. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

The Cost Proposal shall be submitted on Attachment II – Cost Summary.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team
The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening
All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.
6.3 Clarification of Proposals
The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required
NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review
Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company – stability, size, depth, wherewithal to support effort</td>
<td>10</td>
</tr>
<tr>
<td>2. Project Staff – experience: Evaluation of experience and qualifications as outlined in Section 3.1 and 5.3</td>
<td>40</td>
</tr>
<tr>
<td>3. Approach – methodology vendor proposes to meet the requirements of the RFP. (Company’s proven methodology for project approach will reflect in their staff)</td>
<td>20</td>
</tr>
<tr>
<td>4. Cost</td>
<td>30</td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

To evaluate all technical proposals, a committee whose members have expertise in various areas, has been selected. The Evaluation Team will compile the technical scores. Cost proposals will be evaluated separately. The scores will be compiled to arrive at the highest scored proposal. A written recommendation for award shall be made to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

6.6 Announcement of Contractor
The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements
If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.
If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment
DSS shall pay Contractor in accordance with the Pricing Schedule set forth in Section 5.0 – Proposal Content, Item 5.5 – Cost Information. The Contractor may send invoices monthly to:

DSS/OFS/Family Assistance  
P.O. Box 94065  
Baton Rouge, LA 70804-9065  
Attention: Peter Austin

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

7.3 Confidentiality
All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become 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. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Social Services.
Attachment I: Statement of Work

1.0 Project Description

The purpose of the Family Assistance Development/Maintenance (DSS/OFS) contract is to provide applications programming and analysis support in order to augment the efforts of existing DSS programmer/analysts in providing on-going maintenance and development of the existing legacy systems. These services will be based on an hourly rate.

Listed below are the primary applications that fall under the umbrella of Family Assistance within the Office of Family Support:

- **Supplemental Nutrition Assistance Program (SNAP)** - Provides monthly benefits that help low income households buy food needed for good health.

- **Family Independence Temporary Assistance Program (FITAP)** - Provides temporary cash assistance to families in need.

- **Kinship Care Subsidy Program (KCSP)** - Provides cash assistance for eligible children who reside with qualified relatives other than their parents.

- **The Child Care Assistance Program (CCAP)** - Helps low-income families to pay for the child care needs while working, looking for work, attending school or receiving training. Monthly payments are based on the number of hours the parents work, look for work, or attend school or training, the amount charged by the child care provider, family size, and household income. Parents can select any Class A child care center, school-based before and after school program, registered family child day care home, or in-home provider.

- **Strategies to Empower People (STEP) Program** - The work component of the FITAP program provides opportunities for work-eligible families of FITAP to receive job training, employment and supportive services to enable them to become self-sufficient.

While existing DSS Information Services staff currently provides maintenance and support for the Family Assistance Programs, DSS is seeking to supplement its internal staff with three contractors who will operate in the same capacity as the internal staff in order to keep up with increasing workloads and user-demands. Contract staff must be able to work with current analyst/programmers under the direction of the project manager.

A summary of the contractor duties is as follows:

- Attend and participate in JAD sessions in order to gather requirements for new and ongoing system design and development. In areas where the state has minimal experience, DSS expects the contractor to provide new and innovative designs solutions that are consistent with shop standards.

- Based upon a complete analysis, review, and approval of the User Requirements Document generated by the Family Assistance System’s unit, you will be expected to produce a Technical Design Document (TDD) and other related documentation in accordance with the DSS Software Development Life Cycle (SDLC).
• Upon receipt of an approved Technical Design Document, analysis, coding, testing, debugging, and documenting of application program modules and processes can begin in accordance with DSS Policy and Procedures. The Technical Design Documents may require the development of new program modules as well as changes to existing modules in a batch and/or on-line environment.
• Communicate with DSS Customer Relations Managers, Application Project Leaders and Managers, and the User community where necessary in order to understand agency requirements and priorities.
• Generate System Documentation and train existing IT staff in areas of enhanced and new development. Special emphasis should be in the area of JAVA/J2EE Web development and maintenance.

The Family Assistance applications are primarily written in Natural/ADABAS/JAVA and run on an IBM Z/OS operating system. Access to the online environment is through CICS and nightly batch processes are executed in TSO. DSS/IT and these applications utilize a wide variety of software products, including an automated job scheduler called ZEKE for mainframe jobs and ZENA for its server-oriented counterpart. Access to the mainframe is controlled by the Resource Access Control Facility (RACF) security software, Novell security as well as Natural Security and, application security.

2.0 Task Objectives

The purpose of this RFP is to acquire the services of a One (1) Project Manager/Lead Analyst and Two (2) JAVA/J2EE Programmer Analysts to provide Information Technology services for Family Assistance mainframe and web-based systems. These Contractors would augment the State’s DSS/IS and OFS staff to implement enhancements and modifications to Family Assistance mainframe and web-based systems.

Contractor is required to be housed at DSS (627 North 4th Street, Baton Rouge LA) and to perform all work at this location, unless prior approval is received by the State.

DSS normal work hours are between 7:00 a.m. and 5:00 p.m. The contractor will be required to work eight (8) hours per day within the work hours indicated above, (overtime if necessary, excluding state holidays and weekends). There may, on occasion, be overtime required but it is not anticipated to be excessive as we diligently plan our projects and timelines ahead of time.

3.0 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.

4.0 Scope of Work and Deliverables

The contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

4.1 Requirements Investigation and Specification
4.1.1 Task 4.1 Description
The Contractor will provide assistance for the Design, Development, and Deployment of Mainframe or Web Based applications for the Family Assistance applications all in accordance with DSS standards.

- Contractor staff is to perform programming development and testing activities as assigned by DSS staff and according to DSS specification.
- DSS is also looking for contract assistance to augment its internal IT staff with the Design, Development and Deployment of JAVA/J2EE Web applications for the Family Assistance applications all in accordance with DSS standards.
- Provide structured system and technical IT training documentation to facilitate the development of IT ability to maintain the application.
- Augment internal staff with the design, development, training and deployment of ADOBE intelligent document and work flow processing.
- Other application development projects that may come up during the term of the contract

4.1.2 Task 4.1 Completion Criteria
Contractor staff is to:
- Develop, document and deliver Technical Design Documents according to DSS Application Development standards after receiving approved User Requirements Documents.
- Develop, document and deliver unit and system tested program(s) that perform(s) program functions according to specifications in the DSS Technical Design Document(s) based upon the requirements in the User Requirement Documents.
- Develop, document and deliver unit and system tested program(s) according to DSS Application Development standards.
- Develop, document and deliver unit and system tested program(s) within established timeframes and with a quality of workmanship deemed acceptable to the DSS Project Manager or their designee.
- Train DSS/IT in the development and maintenance of new and enhance applications regardless of what technology was used.

4.1.3 Task 4.1 Deliverables

- The contractor will submit Weekly Detailed Status Reports with total hours worked for the week and details demonstrating what was accomplished.
- The contractor must provide the necessary information to maintain the project plans for the Family Assistance applications.
- Provide the deliverables required of applications programmers as stated in DSS’ System Development Life Cycle.
- Provide System and Training documentation.Acceptance of Deliverables
5.0 State Staff, Roles and Responsibilities

To control and implement the requirements of this project, the Department will use OFS Family Assistance personnel to monitor and oversee the selected vendor. The State personnel assigned to this project will be responsible for dealing with the vendor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. In addition, State staff will have the following roles and responsibilities:

- **Kim Matherne**, Program Manager assigned to OFS Family Assistance will serve as the State Project Manager.
- **Peter Austin** will serve as the State Contract Manager.
- The State will provide timely access to State Agency staff and documentation as required completing each of the deliverables.
- The State will provide timely reviews of submitted work products and approve such deliverables when completion criteria are met.
- The State will provide office space, LAN connection, Internal E-mail connection, copiers, use of PC state standard desktop office software (e.g., word processor, spreadsheet), telephones, and miscellaneous office supplies.
- Providing log-on access to all FA mainframe and web-based systems and other department applications deemed necessary to carry out the terms and conditions of the contract.
- The State will coordinate scheduling of interviews with selected entities and prioritize additional tasks to be completed, as time is available.
- The State will convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.
- The State will review work plans, forms, interview results, draft documents, and reports as related to services being provided. The state agency will review the deliverables and return comments within five (5) business days of the delivery of the deliverables.
- The State will be responsible for the supervision, direction, and control of its own personnel.
- The State will provide safe and free access to those facilities needed to conduct project tasks.
- Notification to the Contractor of complaints it receives about the Contractor.
- DSS complies with the Americans with Disabilities Act (ADA). If any individual requires special accommodations, information about the specific accommodation needed should be made known.
- DSS complies with Section 508 of the Rehabilitation Act Amendments of 1998.

6.0 Acceptance of Deliverables

1. **General.** Except where the Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work.

2. **Submittal and Review.** Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State will promptly review the Deliverable within 10 business days after the Deliverable is presented to the State Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.
3. Notification of Acceptance or Rejection. 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. With respect to rejected Deliverables, the parties agree to repeat the process for a maximum of three iterations. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State.

7.0 Performance Standards

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

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

8.0 Change Control Procedures

The following provides a detailed process to follow if a change to the Statement of Work is required:

A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment.

B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) will be processed in accordance with the following procedure:

- A Task Change Request (TCR) will be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project.

- The designated State Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

- Both Contractor and State Project Manager will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges that may be required for such investigation. If the investigation is authorized by the State Project Manager, he/she will sign the TCR which will constitute the approval for
the investigation charges. Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the TCR will have on price, schedule and other terms and conditions of the Agreement.

- Written authorization by both parties of a Task Change Authorization must be signed by both parties to authorize implementation of the investigated changes upon approval of OSP or OCR.

### 9.0 Project Management

**A. DSS PMO** - The Department of Social Services (DSS) Information Services Division has an established Project Management Office (PMO). This office has defined a series of processes, procedures, tools, and templates that are utilized for IS Projects and are contained in the Project Management Office Guide. All contractors doing business with DSS IS shall follow the PMO standards and guidelines, as deemed necessary by department management.

**B. Control and Supervision** - The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor, unless stated otherwise in the SOW.

**C. Provide Project Work Plans and Progress Reports** – The Contractor shall provide written and oral status reports as specified in the Statement of Work.

**D. Provide Time Sheets** – Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended by each of its team members, or its subcontractors’ staff, participating in this contract.

### 10.0 Additional Requirements

- Fluent English must be communicated both written and orally by the contract staff.
- Contractor must maintain all records and have them available for auditing purposes. These records must be turned over to DSS at the termination of this Contract in a fully organized, labeled and easily accessible manner.
- The contractor will be expected to follow the DSS Information Services Software Development Life Cycle (SDLC) according to current and future DSS Policy and Procedure.
- Contract staff working on-site at DSS locations will be responsible to annotate and initial a daily log showing the contractor’s name, company, time of arrival, time of departure, and number of hours worked for compensation. Such log shall remain the property of DSS and be included with the official project file to be kept for the purposes of providing attendance records corresponding to subsequent contractor invoices for service hours rendered.
- In addition to the Tasks specified above, the Contractor will have the following responsibilities: **Provide their own travel, lodging, and meals while working at DSS**.
- **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](http://www.w3.org/TR/WCAG10/checkpoint-list.html)
Attachment II: Cost Summary

The Proposer must provide a fixed hourly rate for each classification in Section 3.0 – Proposal Information – Item 3.1 – Minimum Qualifications of Proposer.

The rate will be for the term of this contract. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Qty</th>
<th>Hours Per Resource</th>
<th>Cost Per Hour</th>
<th>*Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager / Lead Analyst</td>
<td>1</td>
<td>2080</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>JAVA/J2EE Programmer Analyst</td>
<td>2</td>
<td>2080</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL COST

*Cost is calculated as follows:

\[
\text{Qty} \times \text{(Hours Per Resource)} \times \text{(Cost Per Hour)} = \text{Cost}
\]

**Total Cost – The total cost is the amount used for Cost Points in the Evaluation Process.
ATTACHMENT III: 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: (Print Clearly)

Date _______________ Official Contact Name: ______________________________________

A. E-mail Address: ______________________________________________________________

B. Facsimile Number with area code: (____ ) ______________________________________

C. 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 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 proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have _____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)

Authorized Signature: ____________________________________________________________

Typed or Printed Name: __________________________________________________________

Title: _________________________________________________________________________

Company Name: ________________________________________________________________

Address: _______________________________________________________________________

City: __________________________ State: ______ Zip: ______________

______________________________  ______________________________  __________
SIGNATURE of Proposer's Authorized Representative  DATE
ATTACHMENT IV: SAMPLE CONTRACT

STATE OF LOUISIANA
CONTRACT

On this ____day of 20__, the State of Louisiana, [STATE AGENCY NAME], 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

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.1.1. GOALS AND OBJECTIVES

[List goals and objectives of this contract]

1.1.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[List performance measures which should be measurable and time bound]

1.1.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. [Name and Title or Position] will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor’s performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.1.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.1.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's 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, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of ___ years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES {This information should be tailored to the specific state resources to be furnished for this contract.}

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned Project Coordinator 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.

2.3 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 ________________.

2.4 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of $[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (Name of Designee).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages
of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

3 TERMINATION

3.1 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. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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 agency’s failure and a reasonable opportunity for the state to cure the defect.

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

3.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature 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 of 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 have not been appropriated.

4 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party 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 Contract.
Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users 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, 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. {Rework this}

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users 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 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 or its Authorized Users 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) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User'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 Authorized User'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 Contract 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 rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order 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 and Authorized User 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.

5 CONTRACT CONTROVERSIES
Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

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

7 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 to a 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.

8 RIGHT TO AUDIT
The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

9 CONTRACT MODIFICATION
No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

10 CONFIDENTIALITY OF DATA
All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become 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. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

11 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

12 COMPLIANCE WITH CIVIL RIGHTS LAWS

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 contract without regard to race, color, religion, sex, 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 contract.

13 INSURANCE

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his
subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers’ Compensation Insurance for all of the Contractor’s employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all the latter’s employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers’ Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer’s Liability Insurance for the protection of such employees not protected by the Workers’ Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations
within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor’s Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor’s own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**14 APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**15 CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

**16 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**17 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**18 ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This contract together with the RFP and contractor’s proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor’s Proposal.

(Agency specific terms and conditions may be added, if needed.)
THUS DONE AND SIGNED on the date(s) noted below:

Company Name:

______________________________________
Contractor’s Signature

Name: _____________________________

Title: _____________________________

______________________________________
Federal Taxpayer Identification Number or
Social Security Number of Contractor

Department of Social Services
Kristy H. Nichols, Secretary

______________________________  ______ ______________
Ruth Johnson, Undersecretary    Date

______________________________  ______ ______________
Richard Howze, Director    Date
Information Services