



STATE OF LOUISIANA

DEPARTMENT OF STATE

REQUEST FOR PROPOSALS

Elections Phase IV & SOS .NET Programming

CIO APPROVAL # 10-336

Issued: December 2, 2009

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SECTION I

1.0 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of State, hereinafter referred to as the State or Department, for highly qualified business analysts, application developers, system and database administrators to assist with the completion of Phase IV of the Elections Registration and Information Network (hereinafter referred to as ERIN) and other assigned .NET development projects. Contractor will be assigned projects or tasks up to a maximum amount of \$2.5 million annually depending upon availability of funding.

1.2 BACKGROUND

The ERIN (Elections Registration and Information Network) application was originally developed in the late 1980's as a statewide, centralized election management system. It was continuously enhanced to meet a variety of state and federal regulations for the maintenance of voter registration data and has recently been modernized using a multi-phased approach. In Phase I of the modernization process, ERIN was converted from a mainframe DB2 system to one using .NET and SQL Server in 2006. This is a very complex application currently consists of three main subsystems, the Registration System, an Elections Administration module and an Accounting System. The Registration System maintains records for every voter in the State of Louisiana in a central location, and provides access to registration information for voter records to authorized users in the Department, parish Registrars of Voters and Clerks of Court. A multitude of forms and reports are produced, required primarily by the Registrars of Voters to meet a wide variety of state and federal laws, rules and regulations. Precinct, election district and address management is a core component of the registration system.

The Accounting System is an election accounting application tightly integrated with the registration and elections system and interfaced to Microsoft Great Plains software. This system automates accounts payable and receivable programs for all elections expenses, provides a commissioner payroll module, aggregates direct and indirect election expenses, allocates costs at a precinct level, generates invoices to parties responsible, monitors the collection of invoiced amounts, and provides statistical and audit reports.

Phase II included the conversion and merger of election administration functions from the AS400 (using RPG and DB2) into the ERIN system. This function includes candidate qualifying, ballot preparation, recording and tabulating vote results, and calculating those candidates who were elected, defeated or in a runoff following certification by the parish boards of election supervisors. The elected candidates are merged into the Commissions system which maintains current and historical data relative to incumbents in elected offices.

Phase III included document management functionality. Paper voter registration records are currently being scanned and associated with the corresponding electronic voter record. Development for this project is complete, however the back file scanning process should continue for an additional 12-18 months.

Additional functionality currently in development includes on-line voter registration, a voter information portal and the provision of more sophisticated election results and statistical reporting.

The ERIN system is used routinely by approximately 1000 users which include department employees, Registrars of Voters, and Clerks of Court. The website is used extensively by thousands of voters, candidates and researchers.

The Department has standardized its environment on .NET and SQL Server. While the continued development, support and maintenance of the ERIN application will be the largest single task assigned, contractor may be requested to work on other .NET/SQL Server applications smaller in scope and complexity.

1.3 GOALS AND OBJECTIVES

It is the Department's goal to collect, secure and communicate information that enhances commerce, ensures the integrity of Louisiana's elections and preserves, presents and makes accessible government information essential to Louisiana's operations and its recorded history. Enhancing the functionality that exists within the ERIN application to meet the needs of voters, candidates and researchers and to provide additional programming services to modernize other applications will help us to achieve this goal.

1.4 PROPOSER QUALIFICATIONS AND MANDATORY REQUIREMENTS

In order to respond to this RFP, a proposer MUST meet the following conditions:

- Provide at least three but no more than five customer references for work performed related to the type of services being proposed in this RFP.
- The proposer must positively affirm in their proposal their willingness to be bound by the contract terms and conditions identified in this RFP.
- The proposer must submit a copy of company's financial statements for the last 3 years.
- The proposer should have extensive experience implementing highly complex .NET/SQL Server implementations on projects of similar scope and magnitude using both smart clients and website development tools.
- The proposer must indicate their willingness to provide highly qualified, on-site resources.

1.5 DEFINITIONS

AS400: IBM hardware and software technology formerly utilized to by the Department to develop applications (now known as the iSeries)

COC: Clerks of Court

CORA: Commercial Online Registration Application. The department's other major application used for the registry of businesses developed using .NET and SQL Server.

DNN: DotNetNuke – open source web portal software used by the department for development of the website

ERIN: Elections Registration and Information Network

Financial Statement: Written reports prepared to disclose a company's financial information as of a specified date. This includes an income statement and a balance sheet.

Flex: Adobe software product used to develop the elections results reporting website.

ESRI: Publisher of software used in the development of the GIS system.

GIS: Geographic Information System

ISB: Information Services Building that houses primarily development and test applications along with the department's website.

KnowledgeLake: Software product used to upload images and documents into Sharepoint including parish precinct registers or poll lists.

LASOS: Generally refers to custom department applications hosted on the AS400 platform.

LASOSNET: The department's intranet/document repository built using Sharepoint.

ROV: Registrars of Voters

SOS: Secretary of State's Office also known as the Department of State

Venju: Local hardware hosting facility that houses most of the internal production applications. Formerly known as NTG.

Workflow: The automation of internal business operations, tasks, and transactions that simplify and streamline processes.

SECTION II

2.0 ADMINISTRATIVE INFORMATION

2.1 EXPECTED TIME PERIOD FOR CONTRACT

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about June 1, 2010. The State has the right to contract for up to five years upon approval.

2.2 RFP COORDINATOR

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

**Chrissie Weatherford
Louisiana Secretary of State
3851 Essen Lane
Baton Rouge, La. 70809
E-mail: chrissie.weatherford@sos.louisiana.gov**

This RFP is available in electronic form at <http://www.sos.louisiana.gov/rfp>, or by submitting a written request to the RFP Coordinator.

2.3 CALENDAR OF EVENTS

1. Advertise RFP and mail public announcements December 2, 2009
2. Pre-proposal Conference December 16, 2009
3. Deadline for receiving proposer inquiries
(2:00 P.M. Central Time) December 22, 2009
4. Last date to respond to proposer inquiries January 6, 2009
5. Proposal submission deadline (2:00 P.M. Central Time) ... January 27, 2010
6. Invitation to finalists for oral interviews (if necessary) February 8, 2010
7. Oral Interviews (if necessary) February 15, 2010
8. Formal announcement of selected proposer February 16, 2010
9. Initiate contract negotiation with selected proposer February 17, 2010
10. Contract execution April 15, 2010

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 modify 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://www.sos.louisiana.gov/rfp>. It is the responsibility of the proposer to check the web site for the official responses to proposer inquiries.

Only Chrissie Weatherford, Information Technology 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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted in the Archives Auditorium, 3851 Essen Lane, Baton Rouge, Louisiana, beginning at 10:00 A.M. Central Time on the date specified in the Calendar of Events (see Section 2.3).

Prospective proposers should attend the pre-proposal conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions, both written and oral. Attendance of proposers will be verified by the use of a sign-in sheet at the beginning of the pre-proposal conference. There is no limit to the number of individuals representing a particular proposer that may attend this pre-proposal conference. The conference will continue until all proposer questions have been answered.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the official written responses to each of the questions presented by the proposers will be posted in accordance with Section 2.4.

2.6 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://www.sos.louisiana.gov/rfp>.

2.7 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 above on or before 2:00 P.M. 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 3851 Essen Lane, Baton Rouge, Louisiana 70809, Phone 225-922-1000.

The proposer should provide 8 copies submitted to the address specified above. At least 1 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. 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 (of each volume) with the words **"Signed Original."** This copy will be retained for incorporation by reference in any contract resulting from this RFP. A certified copy of a board resolution granting such authority should be submitted for all corporations.

In addition to the 8 printed copies, proposer shall submit an electronic version of the proposal in PDF format on removable media such as a CD or flash drive.

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.

2.8 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 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 including probable subcontractor arrangements;
- 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.

2.9 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

2.10 WITHDRAWAL AND RE-SUBMISSION 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.

2.11 SUBCONTRACTORS

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for completion of all tasks referenced in the RFP or proposal.

While the State is interested in securing a single contractor, 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. Information required of the proposer under the terms of this RFP is also required for each subcontractor. Copies of any agreements to be executed between the proposer and subcontractor(s) should be included in the proposal.

2.12 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.

2.13 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.

2.14 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.

2.15 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 the State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

2.16 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.

2.17 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 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 is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Proposer understands that if selected as the successful proposer, he/she will have fourteen (14) days to negotiate contract terms, and three (3) days from the date of delivery of final contract in which to return the executed final contract document.

If the contract negotiation period exceeds 14 days or if the selected proposer fails to sign the final contract within three (3) days of delivery, the State may elect to cancel the award and award the contract to the next highest ranked proposer.

2.18 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.

2.19 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 interpreted by the Louisiana Board of Ethics.

2.20 BILLING AND PAYMENT

The contractor will submit monthly billings based on the contract rates for each of the 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 for more than the total cost ceiling proposed. The State reserves the right to lower the total cost ceiling at any time in the life of the project.

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 clarification of charges are needed before payment can be made.

2.21 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.

Contractor shall be required to sign confidentiality agreements with the Department as highly sensitive information is contained in the State's voter registration system.

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 Secretary of State.

2.22 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 or that of any proposed project personnel. 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.

SECTION III

3.0 SCOPE OF WORK

The scope of the proposed project will provide planning, design, installation, development, configuration, problem resolution, analytical and other support services at the Department's discretion for the continued improvement of the ERIN system and other functions that support the efficient conduct of elections. The contractor will provide highly qualified resources to work on tasks identified by the Department. The Contractor is responsible for the identification, assignment, and oversight of all work necessary for the successful completion of the tasks assigned, whether performed by Department or Contractor personnel.

This project primarily focuses on Phase IV in the development of the ERIN application but may also include other .NET programming, business analysis, and SQL server support required by the department.

Phase IV of the ERIN project will include but not be limited to such tasks as:

- Additional document management functionality for barcoding of outgoing letters/notices and scanning of incoming documents
- Improvements to the on line registration process and a pilot for the establishment of voter registration kiosks
- Development and maintenance of a voter portal
- Online absentee request by mail functionality
- Absentee mail processing improvements (required as a result of the expansion of voting by mail by the Legislature)
- Early voting driver's license processing using a magnetic card stripe reader to locate the voter record
- Early voting signature capture using a signature capture pad to record the voter's signature as required by law
- Establish and implement archive strategies for better electronic data management of permanent records
- Improving the application to support business functions required for reapportionment following the 2010 census
- Building a knowledgebase and document repository for clerks and registrars in the existing Sharepoint environment

- Assist with the development and/or deployment of online training for commissioners, clerks and registrars
- Automating the processing of forms (workflow) required for submission by clerks and registrars and approval by SOS staff
- Completion of a comprehensive GIS system to be used to assist with precinct, district and office management
- Building a fully functional data warehouse to ease reporting needs particularly for historic data
- Improvements in the timely processing of absentee requests and ballot distribution for military and overseas voters using electronic communication such as e-mail or internet
- Completion of hardware or software upgrades for which the department requests assistance which may include but is not limited to hardware/software components, database, operating system, .NET framework, developer tools, DNN portal (please see APPENDIX G for a current hardware and software inventory).

This project may also include additional assistance required by the Department to further automate functions associated with the Elections Program and other SOS departments requiring assistance with .NET and SQL Server.

Task 3.1 Project Management and Administration

Provide project management services to include functions such as initiation and monitoring of a comprehensive development methodology, development and maintenance of the project work plan, ongoing project control, scheduling and work assignments, review of all project deliverables, identification and management of project risks, implementation planning, and project status reporting. The work plan developed for each task assigned shall include a phased approach to testing and completion of modules with recommended sequence and time frames.

Task 3.2 Analysis and Design

In order to achieve the desired functionality within the specified time frame, Contractor must analyze the Department's business, technical and legal requirements, develop programming specifications, supply detailed design documents, provide security, backup and disaster recovery plans/models, and define hardware and software specifications.

Task 3.3 Development

Provide development services in support of state staff to include programming, configuration, customizing, and modification of data/information structures necessary to meet the identified functionality. Perform database administration and other software or network configuration as required to meet performance metrics established by the Department. Establish and implement proper version control policies and procedures.

Task 3.4 Installation and Testing

Install software components required for the application. Provide technical assistance on hardware installation and configuration as necessary to meet application-specific requirements. Conduct unit, integration and system testing for business processes and volume/stress testing to include simulation necessary for statewide deployment of all planned functionality. Identify and

resolve any performance bottlenecks. Test system, application and website security; test backup and disaster recovery plans.

Task 3.5 Training and Documentation

Provide necessary updates or revisions to the user guide as the modules are developed to the Department staff responsible for maintaining these manuals. Provide training/mentoring to the state implementation team on commercial off the shelf applications or tools included as part of this proposal (does not include training on Visual Basic.NET, Visual Studio.NET, SQL Server or ESRI GIS for which the Department has secured training outside of this contract).

Task 3.6 Knowledge Transfer

Prepare state staff before implementation to assume responsibility for continued support and enhancement of the new functions through mentoring and on-the-job knowledge transfer. Provide system documentation for any procedures required for ongoing maintenance, including documentation of all customization, configuration and customer-specific development along with procedures for the subsequent enhancement of the system in the future.

Task 3.7 Implementation/Deployment Management

Develop and execute a plan to manage the process by which the changes or enhancements to the application will be deployed. The written plan should include a detailed listing of all release steps required for deployment along with responsible parties. Execute the plan accordingly and resolve any issues as required to minimize adverse impact on the user community or the elections process.

Task 3.8 Post Implementation Support

Three months of post implementation support for each assigned project/task is required to quickly resolve any issues that may arise after deployment to the user community. This support will provide successful resolution of any system problems, implementation issues, and will aid in the transitioning of support to Department staff.

Completion Criteria

Task completion criteria are defined by the following:

- Project plan, status reports and deployment management plans delivered per the agreed upon schedule.
- Specification and design documents for identified functionality.
- Successful installation of software components and configuration of hardware as required, meeting the needs of the State.
- Successful completion of designing, coding, version control, testing, and implementation of identified modifications/enhanced ERIN functions without a negative impact to the existing functionality.
- Successful completion of performance and stress tests.
- Successful deployment of the application to the user community with a minimal number of application errors.
- Completion and acceptance of all system documentation and information needed for user documentation related to the programs assigned to the Contractor.

3.1 KEY REQUIREMENTS

3.1.1 IMPLEMENTATION PLAN AND SCHEDULE

Due to the scope and complexity of the development effort, the State has elected to use a multi-phase approach for this project. The State has specified the proposed number, make-up and sequence of the implementation phases to be as follows:

- | | |
|---------|---|
| Phase 1 | Upgrade of website functionality and early voting/absentee by mail processing improvements in preparation for the Congressional elections in the fall of 2010 |
| Phase 2 | Redistricting and reapportionment application improvements by Q1 2011 |
| Phase 3 | GIS improvements and data warehousing |
| Phase 4 | Document management, knowledge repository and workflow improvements |
| Phase 5 | Electronic data archiving |

Some of the phases listed above will overlap.

3.1.2 PROJECT STANDARDS

The State and the contractor will identify, establish, and document the basic standards and procedures for the project. The standards document will form part of the project plan and should be made available to all project team members. Some of the key issues that need to be included:

- Communication Plan
- Documentation Requirements
- Issue Management Plan
- Scope Management Plan
- Risk Management Plan
- Planning and Monitoring Standards
- Quality Assurance Checkpoints

Project Management

The contractor must utilize a formal application design methodology that will be followed throughout the duration of the project. The project manager must be fully trained and have working knowledge of the proposed methodology. The principles of the contractor's project management will include:

Project management activities will occur continuously throughout the project and include but are not limited to the following:

1. Responsible for the development of project work plans, schedules and budgets along with the State project manager;
2. Manage activities of the contractor and subcontractor personnel;
3. Develop and maintain communication and involvement with key state management personnel, and agency officials;
4. Resolve project related issues concerning contractor performance;
5. Review key deliverables prepared by contractor staff prior to submission to State project manager;
6. Monitor progress against project work plans, schedules, and budgets;
7. Assist in assigned design, conversion and implementation tasks;
8. Review final deliverables prepared by the contractor prior to acceptance testing and quality assurance review; and
9. All other duties as reasonably required to assure the successful completion of the contractor's responsibilities.

Project Work Schedules

The contractor will ensure that the schedules of the proposed project consulting staff have been designed to guarantee timely completion of deliverables and adequate coverage that is acceptable to the State. The contractor will be expected to maintain an up to date work plan of all project tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. It is envisioned that the project work plan will be revised from time to time as provided in this contract and that it will incorporate all tasks, activities and resources, other than work performed by State personnel as part of their ongoing, non-project responsibilities needed to complete the project.

Reporting Process and Frequency

Status reports will be provided to the State. Accompanying each status report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in the contract. Time sheets shall, at a minimum, identify the name of the individual performing the work, and the number of hours worked during the period. The status reports will also include tasks completed during the time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. This report will be delivered to the State's project manager by close of business within three business days after the end of the period covered.

Issue Resolution

The contractor will use techniques that will enable them to quickly spot potential issues and initiate proper corrections before these issues become major problems. The contractor will routinely monitor progress against key project milestones and provide important

information for identifying schedule and resource problems. The status reporting process will provide an effective forum for alerting all key personnel to potential issues and for planning and initiating follow-up actions.

3.1.3 TRAINING AND DOCUMENTATION

The department recognizes that staff involvement is a key ingredient in the system's long-term success and expects to focus on knowledge transfer and training throughout the project by having the State staff and contractor project team members working continuously side-by-side. It is critical that the staff fully understands all functional and technical aspects of the application. The contractor will be required to provide on-the-job knowledge transfer designed to:

- Accelerate the team's ability to effectively communicate using relevant terms and concepts.
- Ensure rapid, top-quality capability transfer to move the project team quickly along the learning curve to self-sufficiency.
- Provide a level of knowledge to the project team to enable State staff to assume the responsibility of developing and delivering additional functionality to the users.

While the contractor is required to deliver system documentation, the State will assume all responsibility for development and delivery of end-user training.

3.1.4 KEY DELIVERABLES

Contractor agrees to provide the following deliverables:

Deliverable	Description
Project Standards Document	A project standards document will be delivered within 90 days of the contract begin date that addresses the following key issues: Communication Plan Documentation Requirements Issue Management Plan Scope Management Plan Risk Management Plan Planning and Monitoring Standards Quality Assurance Checkpoints
Project Plan	For each major project, initiative or task assigned, the Contractor will provide an implementation plan that includes all required sub tasks, deadlines, responsible parties and milestones.
Functional Systems	For each major project, initiative or task assigned, provide Functional System Requirements. Contractor will perform necessary information

Requirements	gathering and analysis tasks and develop a Functional Systems Requirements document that incorporates the business requirements of the State. The narrative should communicate the context of the work to be performed and the deliverable to be provided.
Technical Design Documents	For tasks assigned that require a modification to the existing technical infrastructure, provide a Technical Design/Technical Architecture Assessment Report. Contractor will perform necessary technical design tasks including the development of hardware/software specifications and any specific configuration requirements. For any new hardware/software components, a network and application security model, backup and disaster recovery plans must be included that provides high system availability for all components with 99.0% uptime between 6:00 AM and 8:00 PM.
Version Control	Contractor will develop and implement with State approval, procedures that supports the provision and migration of efficient code. Version control processes and procedures will be documented and implemented.
Software Installation	Perform software installation and/or upgrades as assigned by the State. Contractor will perform software installation and upgrade tasks such as: database setup, file sizing, application table setup, installation of software releases, operation setup, file migrations, installation test, and system integration test. Identify and resolve any performance bottlenecks.
Application Development	Provide programming, configuration, customizing, and modification of data/information structures necessary to meet the State's identified functionality. Perform database administration and other software, operating system or network configuration as required to meet performance metrics.
Systems Test and Acceptance Test Support	The Contractor will provide a process and plan to ensure that the work product delivered to the State meets its functional and technical requirements and programming is efficient in both technique and performance. This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test. Provide unit, integration and system test results for business processes and volume/stress test results. Provide system, application and website security test results as well as backup and disaster recovery test results. Note: final user acceptance testing to be completed by the State.
Implementation/Deployment Plan	Provide Implementation/Deployment Planning. Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Plan describing the strategy for implementing any major new applications or components of the

	system; including: resources, time frames, responsibilities, release steps and contingencies.
Training	Contractor will provide on the job training/mentoring and knowledge transfer to ensure that Department staff is prepared to support and enhance the functions added to the application following implementation. Contractor will also supply information required for the department to update the user manuals.
Documentation	Provide system and program/application documentation along with any procedures required for the successful operation of new hardware/software components added to the system including backup and disaster recovery procedures where applicable.
Post Implementation Support	Provide post implementation support to the State for 3 months and successfully resolve problems identified following any new development or modification to the system.

3.2 TECHNICAL ENVIRONMENT

3.2.1 DEPARTMENT OF STATE TECHNICAL ENVIRONMENT

The Department of State's overall technical environment is defined in APPENDIX G.

The department has standardized its PC environment with Microsoft Windows XP, Microsoft Office 2003 and an Ethernet local/wide area network. Microsoft Office is installed for Departmental employees, however the application is used primarily by Registrars of Voters and Clerks of Court who may or may not have these products installed. Accordingly, the ERIN application cannot rely on the installation of any Office products.

Windows Server 2003, SQL Server 2000, 2005 and 2008 are all currently in use by the department. Upgrades to the operating system and databases will be required in the near future.

The Contractor shall provide their own PC hardware and software for their project team members. Any equipment to be made operable on the Department's network shall be reviewed and tested by state staff prior to its use. It is mandatory the Contractor maintain this equipment in accordance with commonly accepted security best practices (e.g. up to date Windows patches, virus protection, etc.) and abide by the State's internet usage and any network or security standards. All hardware and software will be reviewed before it is used on the local area network, and will only be made operable on the local area network with approval of the Department.

3.2.2 APPLICATION HARDWARE AND SYSTEMS

ERIN currently utilizes SQL Server 2005 running in a Windows 2003 environment. The application uses the 2.0 .NET framework and Visual Studio 2005, however an upgrade to SQL

Server 2008, the 3.5 framework and Visual Studio 2008 may have been completed by the contract begin date.

ERIN development and test systems are located in the Information Services Building in downtown Baton Rouge along with the production website. The ERIN production system is located in the Venyu (also known as NTG) managed hosting facility in Baton Rouge. Backups occur across the metro Ethernet connection between the 2 sites.

The ERIN application utilizes a smart client installed locally on ROV computers in order to minimize bandwidth requirements. Clerks of Court utilize the smart client hosted in a Citrix environment. Numerous web applications are deployed for the public.

Detailed hardware specifications will be provided to the successful proposer upon request. In general, the Department's equipment is oversized so as to eliminate hardware as the source of any performance issue.

3.3 PROJECT ORGANIZATION

3.3.1 TEAM ORGANIZATION

To ensure the success of this project, the State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

3.3.2 STATE PARTICIPATION

The State will be making a major commitment of time, personnel, and funds to the success of this project. The various roles that state personnel will play in this project have been identified with two key goals in mind:

- To ensure the continued success and development of the ERIN system.
- To develop the personnel resources necessary to continue the success of the system once the contractor's involvement has ended.

The State's staffing commitments for the project should not be considered indicative of either the level of effort required for a project or the complexity of that effort. One of the key roles the state will play will be to monitor progress of the project. The establishment of standards, the acceptance testing process, and a quality assurance program will be utilized to ensure that upon departure of the contractor, the state is left with a system that meets its functional and technical requirements. This does not in any way diminish the contractor's responsibility for task management.

The State also expects to actively participate in the effort to complete the deliverables and project. State personnel will provide knowledge of business requirements, operational application data, and technical knowledge of the application development environment. They are prepared to perform tasks assigned for system design, programming, database administration, procedure development, software and hardware configuration, and other customary work of a systems development project. They are also available to act as facilitators in resolving any problems the contractor encounters that may impede the progress of the project.

Once the project is complete, there may no longer be on-site contractor personnel to maintain and support the system. At that point, the State must have established a broad base of expertise in the tools and the application. The support staff must have the knowledge necessary to perform continued system development and provide on-going user support and training. The State's technical staff will need the expertise to maintain the related processes, administer system databases, and maintain application software. With this in mind, it will be necessary for state personnel to have meaningful roles in every aspect of the project lifecycle.

3.3.3 STATE RESOURCES

The department will make the resources described below available to the contractor for the contractor's use in fulfillment of this contract:

Project Manager

The department will appoint a project manager with experience in the successful implementation of complex projects. The project manager will also possess knowledge of the operational environment.

Functional and Technical Staff

The State will provide:

- timely access to State Agency staff (including scheduling of meetings) and available documentation required to complete each of the assigned tasks.
- personnel with knowledge of the business process and associated legal requirements as required.
- a minimum of 2 full time programming resources (with.NET experience) to work during the life of the project. Technical support personnel will be available as required. A total of 5 functional and technical employees may work on the application; however, other Department priorities will impede their ability to commit to this task for 100% of their time.

These employees will generally possess a broad base of knowledge across all areas of department systems, and varying degrees of system administration and programming experience. Reasonable access to other personnel on a limited basis will be coordinated through the Project Manager.

NOTE: If proposer requires additional State resources, it must be clearly identified in the proposer's response to the RFP.

Office Facilities

The State will provide reasonable and normal office space, basic office furniture, supplies, local telephone service, LAN connection, and limited usage of copiers and fax machines. The terms and conditions for remote access to the Department's network can be negotiated.

Computer Facilities

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

Any State resources furnished to the contractor shall be used only for the performance of this contract.

3.4 OTHER INFORMATION

3.4.1 QUALITY ASSURANCE

Quality Assurance reviews are conducted periodically throughout the course of a system's lifecycle. The contractor will be required to cooperate with the State's quality assurance team, the process in general, and to abide by the results of the reviews. In addition, each proposer should include an in-depth description of its own quality assurance program and methods in the proposal.

3.4.2 STANDARDS

The State expects, and the contractor shall agree to provide work and deliverables, which conform to high professional standards. During contract negotiations, the contractor and State project manager will agree to a detailed list of deliverables including, when necessary, specifics of format and content. Standards will also be established and agreed upon utilizing guidelines provided by the State. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.

3.4.3 SUPPORTING DOCUMENTATION

Extensive documentation regarding the state's election process can be found on the website at <http://www.sos.louisiana.gov/tabid/68/Default.aspx>.

Copies of the ERIN user manuals, database structure, software and hardware in use, network/technical environment diagrams are included in the appendixes of this proposal.

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 **30 POINTS**. The evaluation committee will consider:

- Proposer's experience (as a company) on projects of similar size, scope, and complexity;
- Proposer's experience configuring, customizing, modifying, maintaining and enhancing .NET smart client and web applications;
- Proposer's experience with highly normalized, large, complex SQL Server databases;
- Proposer's experience with Microsoft Sharepoint;
- Proposer's experience in building workflow solutions;
- Proposer's experience with LeadTools and imaging products/applications;
- Proposer's large scale GIS experience using ESRI;
- Proposer's experience using Team Foundation Services in a large, complex project;
- Proposer's experience integrating custom applications with ERP systems such as Microsoft Great Plains;
- Proposer's experience building and deploying data warehouses;

- Whether the proposer was a prime or subcontractor in the referenced projects;
- Proposer's understanding of government business practices, policies and procedures in general and any elections work in particular;
- Proposer's experience in large, complex distributed technical environments;
- Financial and organizational stability of proposer's organization(s).

4.2.2 PROPOSED PROJECT STAFFING

The maximum possible score for this criterion is **30 POINTS**. The evaluation committee will consider:

- Proposed staff members' experience in areas outlined above;
- Proposed staff members' experience/level of skill in those functions required to achieve the desired functionality;
- Proposed staff members' role and responsibilities, level of effort, duration of involvement, and on-site availability.

4.2.3 PROPOSED PROJECT APPROACH AND DESIGN METHODOLOGY

The maximum possible score for this criterion is **10 POINTS**. The evaluation committee will consider:

- Proposer's understanding of the nature of the project;
- Proposer's understanding of business practices, policies, and procedures in governmental entities, and how this understanding will be used to identify project requirements;
- Proposer's understanding of the project risks and the procedures proposed to mitigate these risks;
- Proposer's understanding of technical issues related to the project including hardware and software installation, configuration, and testing;
- Proposer's approach to implementing this system within the State's technical infrastructure and identifying issues that would prevent or impair implementation or operation across the heterogeneous environment;
- Proposer's approach for assuring appropriate system and data security;
- Proposer's approach for defining backup and disaster recovery strategies;
- Proposer's approach to team structure and knowledge transfer;
- Proposer's design methodology;
- Proposer's detail discussion of design and implementation issues.

4.2.4 COST

The maximum possible score for this criterion is **30 POINTS**. Cost proposals will be scored proportionally, based on variance from the lowest total cost proposed. The cost

evaluation will be based on the total cost ceiling submitted by the proposer on the Cost Proposal Worksheet (Appendix E).

The lowest cost proposal will be determined by calculating the cost points using the following formula:

Cost points = (lowest hourly average rate proposal/specific proposer's hourly average rate) x 30.

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 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 must include specific authorization to contact all references, employers and/or customers for whom the company or proposed staff referenced in the proposal have performed work.

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 of the contract terms, an explanation of each exception must be supplied.

4.3.2 CORPORATE BACKGROUND AND EXPERIENCE

The proposer must give a brief description of the company including a brief history, corporate structure and organization, number of years in business, and copies of their financial statements for the last 3 years.

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 .NET and SQL Server applications.

The proposer must provide this information 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.

No personnel should be proposed with less than 4 years experience in the specific field/area for which they are proposed. The State expects that personnel described in the response must be available by the beginning of the project or phase for which they are proposed and committed to the project or phase for its duration. Once a contract is executed the 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 State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

Contractor staff will work onsite at the SOS Archives Building, located at 3851 Essen Lane, Baton Rouge, LA 70809 unless otherwise approved in writing by the SOS Project Manager. Exceptions may be granted only on a very limited basis where it is in the best interest of the Department. Under no circumstance will the Department consider requests for work to be completed outside of the continental United States due to the sensitive nature of data contained in the system. Fluent English must be communicated, both written and orally by the Contractor staff.

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

The proposer must provide this information in the format defined in APPENDIX C.

4.3.4 PROPOSED PROJECT APPROACH AND METHODOLOGY

This section should identify the approach to planning, project management, design and development methodology, risk assessment/mitigation, testing, installation of hardware/software components, security, knowledge transfer, software change management and quality assurance.

The proposer should provide this information in the format defined in APPENDIX D.

4.3.5 COST PROPOSAL

The cost proposal must include the anticipated project roles along with an hourly rate for each project role. The department will not accept any roles other than developers, database or system administrators, business analysts or project managers that are considered senior.

The hourly rate must include any and all costs the contractor expects to be paid, including labor, per diem, travel, overhead, account management, and any other costs related to providing the service. Travel time is not billable.

The hourly cost for each project role will be summed and divided by the number of roles to provide an average hourly cost. The average hourly cost will be used in the following formula which will be used to apply points based on cost:

$$\frac{\text{Maximum Price Points}}{\text{Price Points}} \times \frac{\text{Price of Lowest Hourly Average Rate}}{\text{Price of Proposal Hourly Average Rate}} = \text{Proposal Price Points}$$

Any projected hardware or software costs should not be included in proposer's response to this RFP.

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

The total compensation for the contract will not exceed the total proposed contract ceiling.

The proposer must provide this information in the format defined in APPENDIX E. Any proposal not in this format will be disqualified.

4.3.6 CERTIFICATION STATEMENT

At least 1 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 PRELIMINARY SCORING

The Evaluation Committee will score each written proposal. The proposers susceptible of being selected for award may be asked to provide clarification on proposed cost/services, to participate in oral interviews and to answer any questions from the Evaluation Committee. The committee will take into account information obtained from the proposer interviews/presentations, references and/or site visits.

4.5 PROPOSER INTERVIEWS

The proposers selected for final evaluation 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 document may be formally recorded in the contract. The State expects that the proposer's on-site project manager

and other key personnel named in the proposal will take an active and leading role in these interviews.

4.6 FINAL SCORING

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, references and/or site visits. The highest scored proposal will be selected for contract negotiations.

4.7 FINAL SELECTION

The Evaluation Committee will recommend the highest scored proposal for acceptance by the Deputy Undersecretary of the Department of State. The selection is subject to the approval of the Division of Administration, Office of Contractual Review.

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 State, State of Louisiana, hereinafter sometimes referred to as the “STATE” or “DEPARTMENT” and (CONTRACTOR’s name and legal address including zip code), hereinafter sometimes referred to as the “CONTRACTOR”, do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

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

1.1 CONCISE DESCRIPTION OF SERVICES

The specific goal and objective of the contract is for the CONTRACTOR to provide programming, analytical and other support services at the State’s discretion in the design, development and implementation of Phase IV of the Elections Registration and Information Network (hereinafter referred to as ERIN). Phase I of this project converted the legacy voter registration mainframe application to a .NET environment. During Phases II and III, the elections management system hosted on an AS400 was converted to the .NET environment and a number of other enhancements designed to improve the administration of voting and elections in Louisiana were completed. Phase IV will build upon those enhancements and will include additional web functionality, document and forms management and other processing improvements deemed essential to the improvement of elections. Contractor may also be required to complete other .NET programming, business analysis, and SQL server support required by the department.

1.2 COMPLETE DESCRIPTION OF SERVICES

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

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS**2.1 TERMS OF CONTRACT**

SAMPLE CONTRACT

This contract shall begin on June 1, 2010 and shall end on May 31, 2011. The State has the right to extend this contract up to a total of five years with the concurrence of the Contractor and all appropriate approvals.

2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. Period of Coverage. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate three months thereafter.

B. Free from Defects. Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. Software Standards Compliance. Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. Software Performance. Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. Original Development. Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. No Surreptitious Code Warranty. Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

SAMPLE CONTRACT**2.3 STAFF INSURANCE**

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

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 reporting any breach of security to the State promptly.

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 XXXXX.

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 procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS**3.1 STATEMENT OF WORK**

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

3.2 CONFIGURATION REQUIREMENTS

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

SAMPLE CONTRACT**3.3 PROJECT MANAGEMENT**

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

A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

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

3.4 QUALITY ASSURANCE REVIEWS

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

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional

SAMPLE CONTRACT

skills and knowledge to direct all aspects of the project.

B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

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

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

3.6 STATE PROJECT DIRECTOR

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State 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.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.8 STATE STANDARDS AND GUIDELINES

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

3.9 ELECTRONICALLY FORMATTED INFORMATION

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

SAMPLE CONTRACT**4.0 ACCEPTANCE OF DELIVERABLES**

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

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

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

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

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

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2,500,000. Payment will be made only on approval of Chrissie Weatherford.

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

SAMPLE CONTRACT**6.0 TERMINATION****6.1 TERMINATION FOR CAUSE**

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

6.2 TERMINATION FOR CONVENIENCE

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

7.0 REMEDIES FOR DEFAULT

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

8.0 AVAILABILITY OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

9.0 OWNERSHIP OF PRODUCT

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

SAMPLE CONTRACT**10.0 NONASSIGNABILITY**

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

11.0 RIGHT TO AUDIT

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

12.0 RECORD RETENTION

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

13.0 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.

14.0 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.

15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of

SAMPLE CONTRACT

1968 as amended, 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.

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.

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

STATE OF LOUISIANA
DEPARTMENT OF STATE

CONTRACTOR NAME

BY: _____
Charles R. Davis
Deputy Undersecretary

BY: _____

Date: _____

Date: _____

SAMPLE CONTRACT**ATTACHMENT I - STATEMENT OF WORK****1.0 INTRODUCTION**

The scope of the proposed project will provide planning, design, installation, development, configuration, problem resolution, analytical and other support services at the Department's discretion for the continued improvement of the ERIN system and other functions that support the efficient conduct of elections. The contractor will provide highly qualified resources to work on tasks identified by the Department. The Contractor is responsible for the identification, assignment, and oversight of all work necessary for the successful completion of the tasks assigned, whether performed by Department or Contractor personnel.

This project primarily focuses on Phase IV in the development of the ERIN application but may also include other .NET programming, business analysis, and SQL server support required by the department.

2.0 DESCRIPTION OF SERVICES/TASKS

Phase IV of the ERIN project will include but not be limited to such tasks as:

- Additional document management functionality for barcoding of outgoing letters/notices and scanning of incoming documents
- Improvements to the on line registration process and a pilot for the establishment of voter registration kiosks
- Development and maintenance of a voter portal
- Online absentee request by mail functionality
- Absentee mail processing improvements (required as a result of the expansion of voting by mail by the Legislature)
- Early voting driver's license processing using a magnetic card stripe reader to locate the voter record
- Early voting signature capture using a signature capture pad to record the voter's signature as required by law
- Establish and implement archive strategies for better electronic data management of permanent records
- Improving the application to support business functions required for reapportionment following the 2010 census
- Building a knowledgebase and document repository for clerks and registrars in the existing Sharepoint environment
- Assist with the development and/or deployment of online training for commissioners, clerks and registrars
- Automating the processing of forms (workflow) required for submission by clerks and registrars and approval by SOS staff
- Completion of a comprehensive GIS system to be used to assist with precinct, district and office management
- Building a fully functional data warehouse to ease reporting needs particularly for historic data
- Improvements in the timely processing of requests and ballot distribution for military and overseas voters

SAMPLE CONTRACT

- Completion of hardware or software upgrades for which the department requests assistance which may include but is not limited to hardware or software components, database, operating system, .NET framework, developer tools, and DNN portal.

This project may also include additional assistance required by the Department to further automate functions associated with the Elections Program and other SOS departments requiring assistance with .NET and SQL Server.

3.0 SCHEDULE REQUIREMENTS

Due to the scope and complexity of the development effort, the State has elected to use a multi-phase approach for this project. The State has specified the proposed number, make-up and sequence of the implementation phases to be as follows:

- | | |
|---------|---|
| Phase 1 | Upgrade of website functionality and early voting/absentee by mail processing improvements in preparation for the Congressional elections in the fall of 2010 |
| Phase 2 | Redistricting and reapportionment application improvements by Q1 2011 |
| Phase 3 | GIS improvements and data warehousing |
| Phase 4 | Document management, knowledge repository and workflow improvements |
| Phase 5 | Electronic data archiving |

Some of the phases listed above will overlap.

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

The performance of the contract will be measured by the Department of State. The State Project Manager will review all methodology, project plans and work product of CONTRACTOR and use the following criteria to measure the performance of the CONTRACTOR:

1. Availability of CONTRACTOR's functional and technical staff to perform the task orders.
2. Adequate testing by the CONTRACTOR of system components to ensure that State requirements are being met and components are error free.
3. Implementation of a functioning system, which meets the State's specified requirements for ERIN or other departmental systems for which the contractor has been assigned tasks.

The State Project Manager will monitor the services provided by the CONTRACTOR and the expenditure of funds under this contract. The 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 Project Manager.

The performance of the CONTRATOR will be monitored by:

1. Completing design components according to schedule.
2. Reviewing completed design components to ensure that all requirements were met.

SAMPLE CONTRACT

3. Verifying contractor is supervising and directing department employees in testing system components developed by the CONTRACTOR to ensure components are error free.
4. Verifying monthly CONTRACTOR invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables specified herein:

Deliverable	Description
Project Standards Document	A project standards document will be delivered within 90 days of the contract begin date that addresses the following key issues: Communication Plan Documentation Requirements Issue Management Plan Scope Management Plan Risk Management Plan Planning and Monitoring Standards Quality Assurance Checkpoints
Project Plan	For each major project, initiative or task assigned, the Contractor will provide an implementation plan that includes all required sub tasks, deadlines, responsible parties and milestones.
Functional Systems Requirements	For each major project, initiative or task assigned, provide Functional System Requirements. Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements document that incorporates the business requirements of the State. The narrative should communicate the context of the work to be performed and the deliverable to be provided.
Technical Design Documents	For tasks assigned that require a modification to the existing technical infrastructure, provide a Technical Design/Technical Architecture Assessment Report. Contractor will perform necessary technical design tasks including the development of hardware/software specifications and any specific configuration requirements. For any new hardware/software components, a network and application security model, backup and disaster recovery plans must be included that provides high system availability for all components with 99.0% uptime between 6:00 AM and 8:00 PM.
Version Control	Contractor will develop and implement with State approval, procedures that supports the provision and migration of efficient code. Version control processes and procedures will be documented and implemented.
Software Installation	Perform software installation and/or upgrades as assigned by the State. Contractor will perform software installation and upgrade tasks such as: database setup, file sizing, application table setup, installation of

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	software releases, operation setup, file migrations, installation test, and system integration test. Identify and resolve any performance bottlenecks.
Application Development	Provide programming, configuration, customizing, and modification of data/information structures necessary to meet the State's identified functionality. Perform database administration and other software, operating system or network configuration as required to meet performance metrics.
Systems Test and Acceptance Test Support	The Contractor will provide a process and plan to ensure that the work product delivered to the State meets its functional and technical requirements and programming is efficient in both technique and performance. This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test. Provide unit, integration and system test results for business processes and volume/stress test results. Provide system, application and website security test results as well as backup and disaster recovery test results. Note: final user acceptance testing to be completed by the State.
Implementation/Deployment Plan	Provide Implementation/Deployment Planning. Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Plan describing the strategy for implementing any major new applications or components of the system; including: resources, time frames, responsibilities, release steps and contingencies.
Training	Contractor will provide on the job training/mentoring and knowledge transfer to ensure that Department staff is prepared to support and enhance the functions added to the application following implementation. Contractor will also supply information required for the department to update the user manuals.
Documentation	Provide system and program/application documentation along with any procedures required for the successful operation of new hardware/software components added to the system including backup and disaster recovery procedures where applicable.
Post Implementation Support	Provide post implementation support to the State for 3 months and successfully resolve problems identified following any new development or modification to the system.

5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

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High system availability is required for all components with 99.0% uptime between 6:00 AM and 8:00 PM.

Transactions which are heavily utilized should provide sub-3 second response. This includes such functions as voter search and voter update. Posting of election results to the website must occur within 4 minutes of receipt and processing within the ERIN application.

SAMPLE CONTRACT**ATTACHMENT II
HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

The ERIN server systems comprise environments in two different data centers. There is a dedicated development and a dedicated test server environment located in the Information Services Building at 1800 N. 3rd Street, Baton Rouge. These SQL 2005 systems run on the Windows 2003 Server 64-bit platform in a virtualized environment on VMware Virtual Infrastructure 3.5 Enterprise. These are physically powered by Dell PowerEdge 6950 servers with 4-way, dual-core Intel Xeon CPUs and 32GB of RAM each. All other support servers, including web servers, are also Windows 2003 Server 64-bit on VMware, but powered by a farm of Dell PowerEdge 1650 servers with 2-way, quad-core Intel Xeon CPUs and 32GB of RAM each. The production SQL servers are located at the Venyu data center at 7127 Florida Blvd., Baton Rouge. This system is on a 2-node, clustered, active/passive Windows 2003 Server 64-bit platform. It is not virtualized. It is powered by Dell PowerEdge R905 servers with 4-way, quad-core Intel Xeon CPUs and 128GB RAM each. Reporting and other support servers are provided by a similar virtualized farm as above. These data centers are connected to each other and the users and administrators at the Essen campus via 1Gbps metro Ethernet circuits. The remaining users are located throughout the state and are connected with frame relay circuits ranging from 256kbps to 1.54Mbps.

2.0 SPECIAL REQUIREMENTS

Relevant software currently in use by the Department of State includes:

- Office 2003 Professional
- Windows XP
- Exchange 2003
- Windows Server 2003 x64 (Current ERIN and CORA OS for all servers)
- Microsoft Clustering Services (Windows and SQL)
- Windows Server 2008 x64 (Proposed for future ERIN and CORA servers)
- Active Directory
- IIS
- VMWare ESX 3.5
- SQL Server Enterprise & Developer Editions
 - Enterprise used for production applications and the website, developer editions used for DEV and TEST
 - 2000 - DNN website
 - 2005 - current version of ERIN
 - 2008 - proposed ERIN version and current CORA version
- WebORB
- Adobe Flex
- Microsoft Reporting Services 2005
- Microsoft SharePoint Server 2007 for Enterprise
- RedGate SQL Server Backup Professional
- RedGate SQL Toolbelt

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LLBL GenPro (Data Access Layer) Version 2.6
.NET Framework 2.0 & 3.0
Microsoft Team Foundation Server
Visual Studio 05/08 Team Suite
Microsoft Visio (where required)
Active Reports for .NET Standard Edition V3.0 SP2 Developer License
(Used in ERIN only for reports/documents exceeding 2000 pages in length)
Neodynamic Barcode Professional 2.0 for SQL Server Reporting Services
Microsoft Great Plains version 10 & eConnect
LeadTools DotNet 32 with Bar Code Module
ESRI ArcGIS
ESRI Developer Network (EDN) with ArcEditor
Help and Manual – Used for development of User Training
TNT – Used for screenshots in User Training
KnowledgeLake Capture and Image Server
Used primarily for the CORA application but also used by ERIN for the upload of poll lists to SharePoint
DotNetNuke – Department website
Sequoia WinEDS
Citrix Presentation Server 4.5
HP QuickTest Professional 6.5 and WinRunner 7.6
UltraEdit 32
Adobe Acrobat Professional
EMC Avamar

3.0 STANDARDS AND GUIDELINES

Standards and guidelines promulgated by the State of Louisiana Office of Information Technology are followed by the Department to the greatest degree possible.

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ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

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

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
...			
...			
...			
...			

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide their own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

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

SAMPLE CONTRACT**ATTACHMENT IV
STATE FURNISHED RESOURCES**

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

1.0 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is Chrissie Weatherford who is the principal point of contract for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide 2 technical employees to be manpower loaded at no more than 90% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide 3 functional employees to be manpower loaded at no more than 90% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

4.0 OFFICE FACILITIES

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

5.0 COMPUTER FACILITIES

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

SAMPLE CONTRACT**ATTACHMENT V
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.

SAMPLE CONTRACT**4.0 OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

5.0 ACCEPTABILITY OF INSURERS

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

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

SAMPLE CONTRACT**7.0 SUBCONTRACTORS**

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

CORPORATE BACKGROUND and EXPERIENCE FORMAT

COMPANY DESCRIPTION

Provide a brief description of the company including history, corporate structure and organization and the number of years in business.

RELEVANT EXPERIENCE

For each phase/project referenced – provide the information in the following format:

Phase/project 1

Application type(s): *(Identify specific application)*

Application software: *(Identify specific software)*

Customer type: Specify city, county, state, university, federal, corporation, etc.

Prime contractor or subcontractor: *(Specify)*

If subcontractor, what % of total project?

Customer name: *(Specify the name of the customer)*

Project Size: Specify the number and size of source systems, databases, number of end-users.

Project Dates: (Indicate the start and end date of the project. If the project is not completed, indicate the expected end date. If you provided post implementation support services for a time period not included in the project end date, please indicate this in the On-Going Support section below).

Work performed: (Explain the project and the work performed by your company. If multiple companies participated in the referenced phase/project, each company, prime and sub-contractors, and their roles in the project must be provided.)

Relevance: (Briefly define the relevance of this project to the ERIN project—Similar in size, scope, complexity, significant design challenges and/or implementation effort, etc).

Technical Environment: Data base (SQL Server, DB2, Oracle, Sybase, etc), Windows,AIX, UNIX, etc.

Reference: (Provide the name, title, address, telephone number and e-mail address of the person that can be contacted for references).

On-Going Support: (This section will be used for informational purposes only and will not be evaluated. Indicate the number of months support was provided. Briefly describe the services provided. Indicate if the support was provided by a member(s) of your staff remaining on site, off-site support only or a combination of off-site and on-site).

Phase/project 2, 3, etc.

NOTE: A COPY OF THE FINANCIAL STATEMENT FOR THE LAST 3 YEARS IS REQUIRED.

**PROPOSED PROJECT STAFF
FORMAT****Proposed Project Staff:****Name and Title:****Current Employer:****Role on this project:** *(Lead Technical Consultant, Lead Application Consultant, Project Manager, Technical Architect, Security Consultant, Business Analyst etc.)***Availability:** *(Hours per week or hours per month and specify on-site or off-site hours)***Duration of Involvement:** *(indicate the component/phases and the estimated dates the person will be on-site)***Customer references:** *(Name, Title, Company Name, Address, Telephone # and e-mail address)***Prior Experience:****(SPECIFIC PROJECT) EXPERIENCE – For each project referenced provide the information in the following format:****Project 1:**Application type: *(system specific system and version similar to RFP project)*Customer Type: *(city, county, state or federal government, or corporation)*

Number of employees impacted by the project:

Role/responsibility on project:

Prime contractor or subcontractor: *(Specify)*

Dates:

Average hours per month on project:

Project 2, 3 etc.**OTHER experience – For each project referenced – provide the information in the following format:****Project 1:**Application type: *(HR, Financial, CRM, ERP, SCM, Department application, etc.)*Application Software: *(custom or specify application software products and software version)*Customer Type: *(city, county, state or federal government, or corporation)*

Role/responsibility on project:

Prime contractor or subcontractor: *(Specify)*

Dates:

Average hours per month on project:

Project 2, 3 etc.**Education, Training, Certifications:**

**PROJECT APPROACH
FORMAT****NATURE OF PROJECT**

Describe your understanding of this project.

PROJECT MANAGEMENT

Describe your approach to project management.

FUNCTIONAL APPROACH

Define the functional approach and design methodology

SYSTEM INSTALLATION, CONFIGURATION, and TESTING

Define the strategy for installing, configuring, and testing the system.

SYSTEM IMPLEMENTATION

Describe the approach for system implementation within the state's infrastructure.

TRAINING and DOCUMENTATION

Define the approach for training the project team; define the approach for system documentation.

TEAM ORGANIZATION

Define your approach for team organization, activity, and task assignments.

KNOWLEDGE TRANSFER

Define the strategy for transfer of application knowledge to position the State to be self sufficient in support of the system.

QUALITY ASSURANCE

Describe the quality assurance program/process/methods employed by company. This should include a discussion of testing processes.

SECURITY

Define the approach to security.

PROJECT RISKS

Identify potential areas of risk associated with the project along with mitigation strategies.

OTHER

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

COST PROPOSAL WORKSHEET

The cost proposal must include any and all anticipated project roles. The hourly rate must include any and all costs the Contractor expects to be paid, including labor, per diem, travel, overhead, account management, and any other costs related to providing the service. Travel time is not billable.

Any projected hardware or software costs should not be included in cost proposal section of this SOW. These costs should be specified in the SOW technical proposal responses.

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

The total compensation for the contract will not exceed \$2.5 million annually.

Project Role	Descriptive Title	Hourly Rate
Role 1		
Role 2		
Role 3		
Role 4		
Hourly Rate Average	<i>(The sum of the hourly rate proposed for all project roles divided by the number of roles)</i>	

* The Hourly Rate Average will be used for the *Price of Proposal being Rated* factor in the formula to award cost points during the evaluation process. The formula is contained in Section 3B, Cost Proposal Selection Criteria

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 requires 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 fourteen (14) days to negotiate contract terms, and three (3) days from the date of delivery of final contract in which to return the executed final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____