



**STATE OF LOUISIANA**

**REQUEST FOR PROPOSALS  
FOR**

**LOUISIANA REHABILITATION SERVICES INFORMATION SYSTEMS  
DEVELOPMENT AND SUPPORT**

**DATE**

**10-29-2010**

**RFP Number**

**474000102910**

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## **1.0 GENERAL INFORMATION**

### **1.1 *Background***

The Louisiana Workforce Commission (LWC) is the agency charged with the responsibility of providing workforce development services to meet the needs of employers, the unemployed, and disabled workers. In general, services are administered statewide within a centralized organizational framework with oversight over several program offices, state, regional, district, and parish offices.

Within the Department are several offices including the Louisiana Rehabilitation Services (LRS). Louisiana Rehabilitation Services is committed to recognition of the basic human needs and civil rights of both customers and employees, respect for the integrity of individuals, and the delivery of services and benefits in a fair, equitable, and caring manner. LRS is also committed to assisting persons with disabilities in their desire to obtain or maintain employment and/or achieve independence in their communities.

There are two (2) primary systems that are critical to the LRS operations: BRIS and AWARE. The applications that fall under the umbrella of the BRIS and AWARE systems within the Louisiana Rehabilitation Services are described below:

### **Programs & Services**

#### Blind Services

Provides both vocational rehabilitation and independent living services to eligible individuals who are blind or visually impaired.

- Randolph-Sheppard Business Enterprise Program - Provides career opportunities for qualified individuals in the food service field.
- Older Blind/Visually Impaired Program - Expands independent living services for persons who are age 55 or older and have a severe visually impairment.

#### Independent Living Program (IL)

Provides services to individuals with significant disabilities to enhance their ability to live independently, function in their homes and with their families, and to participate in their communities.

#### Vocational Rehabilitation Program (VR)

Provides comprehensive rehabilitation services that go far beyond those found in routine job training programs. This frequently includes work evaluation and job readiness services; assessment for and provision of assistive technology, such as customized computer interfaces for persons with physical or sensory disabilities; job counseling services, and medical and therapeutic services.

- Employer Services - offers a cost-effective alternative to advertising for job candidates and can save employers time and money. LRS offers placement services for job ready individuals to help employers achieve their goals.

#### Louisiana Rehabilitation Council (LRC)

LRC works with LRS to ensure the involvement of individuals with disabilities in the development and delivery of vocational rehabilitation services to Louisianans with disabilities.

Vocational Rehabilitation and Independent Living cases in Louisiana are primarily supported by the A Web based Activity and Reporting Environment (AWARE). The payments and items not included in AWARE are supported in Blind Rehabilitation Information System (BRIS).

- A Web based Activity and Reporting Environment (AWARE) Installations and maintenance – Alliance releases two major releases each year along with several interval releases and hot fixes. Each installation requires review of the documentation to find out what queries should be run as well as testing of the system integrated with AWARE to confirm there are no problems as a result of the updates.
- Blind Rehabilitation Information System (BRIS) – The BRIS system has three parts. The BRIS Online Mainframe system, the BRIS Online Web system and the BRIS batch system. The BRIS Online Mainframe system is currently being rewritten into a web based application. All of the current BRIS Online and batch functions will be included in the new system. After the new web based system initial development is complete and released for production use, additional enhancements to improve the payment processing will be developed.
- The contractor will develop enhancements to the new payment system and will provide ongoing maintenance and support for the payment system as well as the integration with the AWARE system.
- The BRIS system contains the LWC Fiscal functions of payment adjustments, check cancellations, and project number maintenance for budget reason. The LRS State Office uses the BRIS system to generate the Social Security Provider Claim Forms, the Direct Deposit and Stored Value Card account for the LRS clients and vendors as well as online reports that cannot be found in AWARE. The third component of the BRIS system is the batch checkwrite. The payments are processed in BRIS and sent to the mailroom if a check is generated and to the bank if a direct deposit or stored value card payment is generated. The payments are interfaced with ISIS and Bank Recon. There are also many daily, weekly, monthly, quarterly, and annual reports that are scheduled and sent to the LWC report repository.

## **1.2 Purpose**

LWC is conducting a fair and impartial competitive procurement process to solicit proposals from qualified contractors to supplement its internal staff with one (1) contractor, a JAVA/J2EE Programmer Analyst, who will operate in the same capacity as the internal staff in order to develop new features for the web based BRIS payment system, provide ongoing support for the BRIS payment system, and assist with maintaining the integrations with the AWARE system. Contract staff must be able to work with current analyst/programmers under the direction of the project manager.

Contractor is required to be housed at LWC (1001 North 23<sup>rd</sup> Street, Baton Rouge LA) and to perform all work at this location, unless prior approval is received by the State.

LWC normal work hours are between 7:00 a.m. and 6:00 p.m. The contractor will be required to work eight (8) hours per day within the work hours indicated above, (overtime if necessary, excluding state holidays and weekends). There may, on occasion, be overtime required but it is not anticipated to be excessive as we diligently plan our projects and timelines ahead of time.

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

## **1.3 Goals and Objectives**

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

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

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Term of Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on December 10, 2010 and to continue through June 30, 2012. The contract issued will permit the State to terminate the contract for convenience with a 30 days notice to the Contractor.

## **2.2 RFP Coordinator**

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

**Heather Thode**  
1001 North 23<sup>rd</sup> Street  
Post Office Box 94094  
Baton Rouge, LA 70804-909  
Phone: 225-342-0360  
Fax: 225-342-3182  
Email: ***hthode@lwc.la.gov***

This RFP is available in electronic form at

[http://www.laworks.net/PublicRelations/PR\\_Procurement.asp](http://www.laworks.net/PublicRelations/PR_Procurement.asp) and  
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Word/WordPerfect format or in printed form by submitting a written request to the RFP Coordinator.

## **2.3 Proposer Inquiries**

The State will consider written Proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. 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 above address, via fax at 225-342-3182 or e-mail [hthode@lwc.la.gov](mailto:hthode@lwc.la.gov) by 4:00 p.m. CST on the date specified in the Schedule of Activities. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the Proposers will be sent in written form to all potential Proposers by November 10, 2010.

Inquiries concerning this RFP shall be submitted in writing to:

**Heather Thode**  
1001 North 23<sup>rd</sup> Street  
Post Office Box 94094  
Baton Rouge, LA 70804-909  
Phone: 225-342-0360  
Fax: 225-342-3182  
Email: ***hthode@lwc.la.gov***

## **2.4 Pre-proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION.

## **2.5 Schedule of Events**

| Event                                         | Date                                 |
|-----------------------------------------------|--------------------------------------|
| Issue Request for Proposal                    | October 29, 2010                     |
| Deadline for receiving Proposers inquiries    | 4:00 p.m. (CDT)<br>November 5, 2010  |
| Issue responses to Proposers inquiries        | 4:00 p.m. (CDT)<br>November 10, 2010 |
| Proposal submission deadline                  | 4:00 p.m. (CDT)<br>December 3, 2010  |
| Notice of Intent to Award (To be determined)  | December 10, 2010                    |
| Begin Contract negotiation (To be determined) | December 13, 2010                    |

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

## **2.6 Definitions**

Agency – Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

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

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

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

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

LWC – The Louisiana Workforce Commission

LWCIS – Louisiana Workforce Commission Information Services

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

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

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

Proposal – The formal written response to this document.

Proposer – Company or Firm responding to this RFP

RFP – Request for Proposal (This document).

Shall – The term “shall” denotes mandatory requirements.

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

SOW – Statement of Work

State – The State of Louisiana, Louisiana Workforce Commission, Louisiana Rehabilitation Services, BRIS and AWARE Systems.

Will – The term “will” denotes a mandatory action or requirement.

## **3.0 PROPOSAL INFORMATION**

### **3.1 *Minimum Qualifications of Proposer***

Proposers are asked to provide one (1) JAVA/J2EE Programmer Analyst, with the following minimum qualifications:

- The one (1) JAVA/J2EE Programmer Analyst shall have the following qualifications:
  - o 3 years analysis/programming experience in JAVA/J2EE development testing, implementation, and maintenance of software.
  - o 3 years experience with SQL is required.
  - o 1 year experience with SQL Reporting Services is required.
  - o 1 year experience in Web development, HTML/DHTML/XML, JSP, and JavaScript.
- The following knowledge and experience is preferred, but is not required:

- o Knowledge of the BRIS and AWARE systems
- o Experience with Rational tools
- o Experience with Natural/ADABAS
- o Experience with COBOL/CICS
- o Experience with Shadow Studio.
- o Experience with DB2
- o Experience with the ZEKE and ZENA schedulers
- o Experience with payment and contract management applications

### **3.2 *Determination of Responsibility***

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### **3.2.1 *Right to Prohibit Award***

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **3.3 *RFP Addenda***

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

### **3.4 *Waiver of Administrative Informalities***

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

### **3.5 *Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 *Withdrawal of Proposal***

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

### **3.7 *Subcontracting Information***

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

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

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

### **3.8 *Ownership of Proposal***

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

### **3.9     *Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10   *Cost of Preparing Proposals***

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

### **3.11   *Errors and Omissions in Proposal***

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

### **3.12   *Contract Award and Execution***

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

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

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

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

All proposals shall be received by the LWC no later than 4:00 P.M. (CDT) on the date shown in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

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

**PROPOSAL NAME: LOUISIANA REHABILITATION SERVICES INFORMATION  
SYSTEMS DEVELOPMENT AND SUPPORT**

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

**Heather Thode**  
1001 North 23<sup>rd</sup> Street  
Post Office Box 94094  
Baton Rouge, LA 70804-909  
Phone: 225-342-0360  
Fax: 225-342-3182  
Email: [hthode@lwc.la.gov](mailto:hthode@lwc.la.gov)

For courier delivery, the street address is 1001 North 23<sup>rd</sup> Street, Baton Rouge, Louisiana 70804, and the telephone number is 225-342-3170. It is solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

### **4.2 Proposer Responsibilities**

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

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

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

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

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

The Proposer must assure the Department that the proposal submitted was developed without collusion with other Proposers.

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

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

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

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

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

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

#### **4.3    *Proposal Format***

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

#### **4.4    *Cover Letter***

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

#### **4.5     *Technical and Cost Proposal***

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

#### **4.6     *Certification Statement***

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

### **5.0     PROPOSAL CONTENT**

Proposers shall submit proposals in two parts:

#### **VOLUME I - TECHNICAL PROPOSAL**

#### **VOLUME II - COST PROPOSAL**

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

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

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

The State requests that five (5) printed copies and two (2) copies on Compact Disk (CD) of the proposal (Technical and Cost), be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal (Technical and Cost) shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal required to be provided by a notation in the lower left corner of the cover (of each volume) with the words "Signed Original".

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

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

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

### **5.1     *Executive Summary***

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

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

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

### **5.2     *Corporate Background and Experience***

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

### **5.3     *Proposed Project Staff***

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

The State seeks to maximize the technical maintenance/enhancement dollars available while minimizing development and technical inefficiencies of enhancing and maintaining the LRS systems. Therefore, experience will be key evaluation criteria.

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

Contract staff shall use LWC provided tools to complete all project tasks.

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

- Detailed information about the experience and qualifications of the Proposer's assigned personnel and subcontractors (if any). The resume should include current certifications.
- Education, training, technical experience, functional experience, specific dates, and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.
- A minimum of three references for each resume (name, title, company name, address and telephone number) should be provided for cited projects in the individual resumes.
- Experience with and length of time employed by the Proposer.
- All developers/analysts must be physically located in the continental United States.
- All developers/analysts must have the ability to write business design documents and technical design documents.

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

#### **5.4 *Approach and Methodology***

This section of the proposal should describe the approach and methodology used by the Proposer. This section should describe the:

- Proposers understanding of the nature of the Louisiana Workforce Commission and its Louisiana Rehabilitation Services program, and how their proposal will best meet the needs of the state.
- Proposer should define the functional approach in providing the services.
- Proposer should define their functional approach in identifying the tasks necessary to meet requirements.

- Approach to Project Management and Quality Assurance.
- Escalation procedures to be followed by the Proposer to resolve problems, issues, and/or changes.
- Procedures to be used to provide updates and status information in a written and/or oral format, and to interface with State management.
- Approach to obtaining State approval of deliverables.
- An indication, by deliverable, of the allocated turnaround time for State review, acceptance or rejection of deliverables.
- Approach to monitoring performance standards and overall performance monitoring plans.
- Sample project status/updates reports (and frequency) the Proposer will use;
- Methods used by the Proposer to track and report financial expenditures associated with the contract;
- System design, modification, and documentation standards to be used;

### **5.5 *Cost Information***

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

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

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

## **6.0 EVALUATION AND SELECTION**

### **6.1 *Evaluation Team***

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

### **6.2 *Administrative and Mandatory Screening***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **6.3 *Clarification of Proposals***

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

#### **6.4 Oral Presentations/Discussions May be Required**

NOT APPLICABLE TO THIS SOLICITATION.

#### **6.5 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation team will evaluate and score the proposals using the criteria and scoring in the following table:

| Criteria                                                                                                                                                    | Maximum Score |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Company – stability, size, depth, resources to support effort                                                                                               | 10            |
| Project Staff – experience, including references: Evaluation of experience and qualifications as outlined in Section 3.1 and 5.3                            | 40            |
| Approach – methodology vendor proposes to meet the requirements of the RFP. (Company’s proven methodology for project approach will reflect in their staff) | 10            |
| Cost                                                                                                                                                        | 40            |
| Total Score                                                                                                                                                 | 100           |

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*40)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

The Evaluation Team will conduct competitive negotiations pursuant to La. R.S. 39:1503(D) with those proposers whose proposals it determines are reasonably susceptible of being selected for award. These discussions will not disclose any information derived from proposals submitted by competing proposers. Upon the conclusion of competitive negotiations, the State reserves the right, at its option, to request a best and final offer. A deadline will be given to those proposers

who are asked to provide a best and final offer. Best and final offers will be rescored based upon the original evaluation criteria, and new scores will be assigned. If it exercises this right, the recommendation for which proposer to select will be based on any modifications to the original scores that result from the best and final offer.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **6.6 *Announcement of Contractor***

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

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 *Corporation Requirements***

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **7.2 *Billing and Payment***

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

Louisiana Workforce Commission  
Information Technology Services  
P.O. Box 94094  
Baton Rouge, LA 70804-9094  
Attention: Cynthia Francise

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

### **7.3    *Confidentiality***

All financial, statistical, personal, technical and other data and information relating to the State's 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.

The violation of any of these confidentiality requirements shall be grounds for termination of this contract for cause.

## **Attachment I: Statement of Work**

### **1. Overview**

The purpose of the Information Systems contract is to provide applications programming and analysis support in order to augment the efforts of existing LWC programmer/analysts in providing on-going development and maintenance of the LRS Systems. These services will be based on an hourly rate.

LWC is seeking 1 contractor with JAVA/J2EE web development experience who will operate in the same capacity as the internal staff in order enhance the BRIS payment system, provide ongoing maintenance for the BRIS system, and develop integrations with the AWARE system. Contract staff must be able to work with current analyst/programmers under the direction of the project manager.

A summary of the contractor duties is as follows:

- Attend and participate in JAD sessions in order to gather requirements for new and on-going system design and development. In areas where the state has minimal experience, LWC expects the contractor to provide new and innovative designs solutions that are consistent with shop standards.
- Produce Technical Design Documents (TDD) and other related documentation in accordance with the LWC Software Development Life Cycle (SDLC) based on user requirements for systems development projects.
- Upon receipt of an approved Technical Design Document, analysis, coding, testing, debugging, and documenting of application program modules and processes can begin in accordance with LWC Policy and Procedures. The Technical Design Documents may require the development of new program modules as well as changes to existing modules in a batch and/or on-line environment.
- Communicate with LWC Customer Relations Managers, Application Project Leaders and Managers, and the User community where necessary in order to understand agency requirements and priorities.
- Generate System Documentation and train existing IT staff in areas of enhanced and new development. Special emphasis should be in the area of JAVA/J2EE Web development and maintenance.

The BRIS application is primarily written in Natural/ADABAS/JAVA and runs on an IBM Z/OS operating system. Access to the online environment is through CICS and nightly batch processes are executed in TSO and ZENA. LWC/IT and these applications utilize a wide variety of software products, including an automated job scheduler called ZEKE for mainframe jobs and ZENA for its server-oriented counterpart.

The BRIS payment system is being redeveloped into a Web-based SQL application and the selected contractor will be working to provide ongoing enhancements, maintenance, and support for the system.

## **2. Objectives**

The purpose of this RFP is to acquire the services of a One (1) JAVA/J2EE Programmer Analysts to provide Information Technology services for the LWC Louisiana Rehabilitation Services systems. The Contractor will assist the LWC IT and LRS staff with design enhancements for web based systems and implementation of modifications to existing LRS information systems.

Contractor is required to be housed at LWC (1001 North 23<sup>rd</sup> Street, Baton Rouge LA) and to perform all work at this location, unless prior approval is received by the State.

LWC normal work hours are between 7:00 a.m. and 6:00 p.m. The contractor will be required to work eight (8) hours per day within the work hours indicated above, (overtime if necessary, excluding state holidays and weekends). There may, on occasion, be overtime required but it is not anticipated to be excessive as we diligently plan our projects and timelines ahead of time.

## **3. Period of Agreement**

The term of any contract resulting from this RFP shall be for a period of eighteen (18) months. The contract issued will permit the State to terminate the contract for convenience with a 30 day notice to the Contractor.

## **4. Scope of Work**

The Contractor will provide LWC IT staff with guidance and programming assistance in the design, development, testing, and deployment of Louisiana Rehabilitation Services JAVA/J2EE web applications. This includes the BRIS payment system and associated integrations with the AWARE contract management system. All work shall be completed in accordance with LWC standards and industry established best practices.

## **5. Deliverables**

The Contractor will perform programming development and testing activities as assigned by LWC staff and according to LWC specification.

The Contractor will provide structured system and technical documentation to facilitate LWC IT staff's ability to maintain the application.

The Contractor will guide and assist LWC IT with LRS application development projects and tasks that may be needed during the term of the contract.

The Contractor will assist with testing integration between the LRS systems and the AWARE contract management system prior to any upgrades or enhancements.

The Contractor will develop, document and deliver Technical Design Documents according to LWC Application Development standards after receiving approved User Requirements Documents.

The Contractor will develop, document and deliver unit and system tested program(s) within established timeframes and standards deemed acceptable to the LWC Project Manager or their designee.

The Contractor will test and confirm integrations with AWARE will not be impacted by AWARE version upgrades or hotfixes.

The Contractor will develop enhancements to the LRS BRIS payment system as identified by LRS and LWC IT staff.

The Contractor will provide ongoing maintenance for the LRS BRIS payment system and integrations with AWARE

The contractor will submit Weekly Detailed Status Reports with total hours worked for the week and details demonstrating what was accomplished.

The contractor will provide the necessary information to maintain the project plans for systems development and integration with BRIS and AWARE.

The Contractor will provide documentation for any systems the Contractor develops or enhances.

## **6. State Staff, Roles and Responsibilities**

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

- Cynthia Francise, will serve as the State Project Manager.

- Jeremy Deal will serve as the State Contract Manager.
- The State will provide timely access to State Agency staff and documentation as required completing each of the deliverables.
- The State will provide timely reviews of submitted work products and approve such deliverables when completion criteria are met.
- The State will provide office space, LAN connection, Internal E-mail connection, copiers, use of PC state standard desktop office software (e.g., word processor, spreadsheet), telephones, and miscellaneous office supplies.
- Providing log-on access to all mainframe and web-based systems and other department applications deemed necessary to carry out the terms and conditions of the contract.
- The State will coordinate scheduling of interviews with selected entities and prioritize additional tasks to be completed, as time is available.
- The State will convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.
- The State will be responsible for the supervision, direction, and control of its own personnel.
- The State will provide safe and free access to those facilities needed to conduct project tasks.
- Notification to the Contractor of complaints it receives about the Contractor.
- LWC complies with the Americans with Disabilities Act (ADA). If any individual requires special accommodations, information about the specific accommodation needed should be made known.
- LWC complies with Section 508 of the Rehabilitation Act Amendments of 1998.

## **7. Acceptance of Deliverables**

### **General**

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

### **Submittal and Review**

Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State will promptly review the Deliverable within 10 business days after the Deliverable is presented to the State Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

### **Notification of Acceptance or Rejection**

If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. With respect to rejected Deliverables, the parties agree to repeat the process for a

maximum of three iterations. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State.

## **8. Performance Standards**

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

- Requirements investigation and specification;
- User requirements document, business design investigation and specification;
- Technical design document ;
- Programming and unit testing;
- System testing;
- User acceptance/integration testing support;
- Implementation support;
- System documentation; and
- Project and team management.

## **9. Change Control Procedures**

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

- A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment.
- B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) will be processed in accordance with the following procedure:
  - A Task Change Request (TCR) will be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project.
  - The designated State Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
  - Both Contractor and State Project Manager will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges that may be required for such investigation. If the investigation is authorized by the

State Project Manager, he/she will sign the TCR which will constitute the approval for the investigation charges. Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the TCR will have on price, schedule and other terms and conditions of the Agreement.

- Written authorization by both parties of a Task Change Authorization must be signed by both parties to authorize implementation of the investigated changes through a contract amendment, which is subject to approval of OCR.

## **10. Project Management**

- A. Provide Project Work Plans and Progress Reports – The Contractor shall provide written and oral status reports as specified in the Statement of Work.
- B. Provide Time Sheets – Accompanying each Progress Report, the Contractor shall submit biweekly time sheets to the State Project Manager indicating effort expended by each of its team members, or its subcontractors' staff, participating in this contract.

## **11. Additional Requirements**

- Fluent English must be communicated both in writing and orally by the contract staff.
- Contractor must maintain all records and have them available for auditing purposes. These records must be turned over to LWC at the termination of this Contract in a fully organized, labeled and easily accessible manner.
- The contractor will be expected to follow the LWC Information Services Software Development Life Cycle (SDLC) according to current and future LWC Policy and Procedure.
- Contract staff working on-site at LWC locations will be responsible to annotate and initial a daily log showing the contractor's name, company, time of arrival, time of departure, and number of hours worked for compensation. Such log shall remain the property of LWC and be included with the official project file to be kept for the purposes of providing attendance records corresponding to subsequent contractor invoices for service hours rendered.
- In addition to the Tasks specified above, the Contractor will have the following responsibilities: Provide their own travel, lodging, and meals while working at LWC.
- Accessibility Compliance - All material published on the LWC Web Site and LWC Intranet will comply, at a minimum, with Priority 1 requirements as set forth by the World Wide Web Consortium (W3C) Accessibility Initiative. These are guidelines that explain how to make Web content accessible to people with disabilities. Priority One guidelines can be found by accessing the following link:

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

## Attachment II: Cost Summary

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

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

| Classification | Qty | Hours Per Resource | Cost Per Hour | *Cost |
|----------------|-----|--------------------|---------------|-------|
|                | 1   | 2080               | \$            | \$    |
| **TOTAL COST   |     |                    |               |       |

\*Cost is calculated as follows:

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

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

### ATTACHMENT III: CERTIFICATION STATEMENT

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

**OFFICIAL CONTACT.** The State 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: (Print Clearly):

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

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

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

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

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, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of Proposer's signature below;
- (5) Proposer understands that if selected as the successful Proposer, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative      DATE

## **ATTACHMENT IV:        SAMPLE CONTRACT**

### **STATE OF LOUISIANA LOUISIANA WORKFORCE COMMISSION INFORMATION TECHNOLOGY**

Be it known, that the Louisiana Workforce Commission (hereinafter sometimes referred to as LWC or “State”) and                      (hereinafter sometimes referred to as “Proposer”) whose address is                      , do hereby enter into contract under the following terms and conditions.

#### **TERM OF CONTRACT**

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

#### **SCOPE OF SERVICES**

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

#### **CONCISE DESCRIPTION OF SERVICES**

#### **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 - Proposer Personnel and Other Resources

Attachment IV - State Furnished Resources

## ADMINISTRATIVE REQUIREMENTS

### WARRANTIES

Proposer 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            months thereafter.

B. *Free from Defects.* Proposer 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 Proposer 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.* Proposer 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 Proposer as stated in Attachment I.

E. *Original Development.* Proposer warrants that all materials produced hereunder will be of original development by Proposer, and will be specifically developed for the fulfillment of this contract. In the event the Proposer elects to use or incorporate in the materials to be produced any components of a system already existing, Proposer shall first notify the State, which after whatever investigation the State may elect to make, may direct the Proposer not to use or incorporate any such components. If the State does not object, Proposer may use or incorporate such components at Proposer'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 Proposer and the Proposer 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.* Proposer 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".

## **STAFF INSURANCE**

Proposer 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 Proposer, his agents, representatives, employees or sub-Proposers. 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.

## **LICENSES AND PERMITS**

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

## **SECURITY**

Proposer'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. Proposer is responsible for reporting any breach of security to the State promptly.

## **TAXES**

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

## **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.

The violation of any of these confidentiality requirements shall be grounds for termination of this contract for cause.

## **TECHNICAL REQUIREMENTS**

### **STATEMENT OF WORK**

Proposer 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 Proposer to operate within the State's hardware, software, and networking environments as specified in Attachment II.

## **PROJECT MANAGEMENT**

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

*A. Provide Project Management* - Proposer 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* - Proposer 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 Proposer), 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* - Proposer shall submit monthly progress reports signed by the Proposer'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 Proposer'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 Proposer. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Proposer shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its sub-Proposers' 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.* Proposer will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

## **QUALITY ASSURANCE REVIEWS**

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

## **PROPOSER RESOURCES**

Proposer agrees to provide the following Contract related resources:

A. *Project Manager*. Proposer shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Proposer support and administrative activities, and for supervision of Proposer employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

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

C. *Personnel Changes*. Proposer'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 Proposer personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Proposer's reasonable control, as the case may be, the State or the Proposer, 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*. Proposer will provide other resources as specified in Attachment III.

## **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 Proposer'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 Proposer concerning Proposer's performance under this Contract.

## **STATE FURNISHED RESOURCES**

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

## **STATE STANDARDS AND GUIDELINES**

Proposer 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.

## **ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Proposer 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 Proposer's responsibility. Conversely, as required, Proposer must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

## **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 Proposer's work in the Statement of Work, the Request for Proposals, the Proposer'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 Proposer 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 Proposer within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Proposer 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, Proposer 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 Proposer within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Proposer in writing of any additional deficiencies which result from such modifications and Proposer 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.

*F. Payment of Retainage Based on Acceptance.* Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Proposer a maximum fee of \$ \_\_\_\_\_. Travel expenses and any other expenses are not reimbursable under this contract. Payment will be made only on approval of \_\_\_\_\_.

## **TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Proposer to comply with the terms and/or conditions of the Contract; provided that the State shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer 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 Proposer in default and the Contract shall terminate on the date specified in such notice. Proposer

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 Proposer shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **TERMINATION FOR CONVENIENCE**

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

## **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.

## **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.

## **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.

### **1.1.1.1 NONASSIGNABILITY**

No Proposer 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 Proposer 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.

## **RIGHT TO AUDIT**

Proposer grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, LWC, 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. Proposer shall comply with federal and/or state laws authorizing an audit of Proposer's operation as a whole, or of specific program activities.

## **RECORD RETENTION**

Proposer 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.

## **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.

## **FUND USE**

Proposer 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.

## **NON-DISCRIMINATION**

The Proposer agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Investment Act of 1998 (WIA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended;

