



STATE OF LOUISIANA

**DIVISION OF ADMINISTRATION
OFFICE OF INFORMATION SERVICES (OIS)**

REQUEST FOR PROPOSALS

Support and Enhancement of the LaGov Application

CIO APPROVAL # AD 08-662

Issued: January, 2011

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SECTION I

1.0 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued on behalf of the State of Louisiana (hereinafter referred to as the State) by the Division of Administration, Office of Information Services (OIS). OIS invites proposals to provide consulting services required for the support and enhancement of the ERP LaGov application.

1.2 RFP PURPOSE

The purpose of this RFP is to acquire:

Consulting Services to provide required support and enhancement of the LaGov application, with both functional and technical resources including any services necessary to add additional user agencies.

1.3 BACKGROUND

The underlying premise for LaGov is to utilize commercially available off the shelf ERP software along with consulting services to assist with the configuration, customization, implementation and support of the various ERP subsystems. SAP is the ERP application software solution.

1. LaGov HCM (formerly ISIS HR)

The State has been live for over ten years on the SAP HCM application which includes the following components:

- Personnel Management
- Organization Management
- Benefits
- Time Administration
- Payroll
- ESS
- MSS (without PCRs)
- Travel Management
- Learning Solution (LSO)

SAP's Financial (FI), Controlling (CO) and Funds Management (FM) modules meet the requirements of the State's current statewide financial reporting system (AFS). Accounts Payable (AP) is used for payment of the 3rd party payables associated with payroll as well as all vendor

reporting (e.g. outstanding balances, year-to-date payments, etc). Also the state has established two company codes. Company code 0010 represents the agencies whose HR payroll is processed in SAP and company code 0020 represents the agencies whose HR payroll is not processed within SAP. Business areas are configured and utilized to represent the agencies of the state and to appropriately segregate payroll and related benefit expenditures. There are approximately 108,000 positions and 75,000 employees tracked in this system. In March, 2001, Payroll/Benefits/Time Administration was implemented for approximately 47,000 employees; with the addition of DOTD in July 2007 approximately 52,000 employees are paid. There is only one bi-weekly payroll cycle. This subset of the Executive branch employees does not include employees of Higher Education or the employees of many boards and commissions.

In support of these activities, the system has been extensively configured and a number of customizations have been developed to meet Louisiana's unique requirements. These include but are not limited to inbound and outbound interfaces, features, schema, infotypes, custom reports, on-line help, and a variety of ABAP modules, subroutines, user exits and programs.

The State currently enters time using transaction PA61 and Time Manager's Workplace (PTMW). CATS was used by DOTD but its use was discontinued in November 2010. Employees fill out a paper based time sheet and the data is subsequently keyed into SAP by Time Administrators (TAs). These TAs can only enter time for the current and future pay periods. Prior period entries must be completed by an Employee Administrator. In addition to PA61 and Time Managers Workplace, employees in some agencies are allowed to create absence and attendance requests for select types through the state employee portal, LEO. Once approved by manager, this creates a 2001 and 2002 infotype, as appropriate.

Approximately 75% of the paid workforce is Negative time management status and the balance is Positive. Time is only entered for the Negative TMS employees when they must charge hours to a cost assignment different from their normal default values or when overtime, absences or other special attendance types must be recorded. Time is evaluated each night utilizing SAP Time Evaluation without clock times.

Most state employees do not pay Social Security and many do not pay Medicare. Most employees are required to participate in one of the state's retirement plans for which wages are accumulated differently for each. The Employee and Employer contribution for each plan may also be different. Movement between plans is common. Effective dates do not always align with pay period begin dates due to eligibility rules.

Retroactive employee earnings and related employer share must use the cost distribution in effect for the retroactive period(s) rather than the current period's cost distribution. This is currently accomplished using the SAP XDEC functionality which has been modified. Health and life insurance is paid a month in advance. This prepayment presents accounting challenges, as employees frequently transfer between agencies.

Personnel area identifies an agency. Personnel sub-area identifies whether an employee is leave or non-leave earning and the G/L account to be charged for the employee's regular pay. This G/L account then dictates what G/L account the employee's other earnings and related benefits are charged to.

Organizational Management with the position data is key to Personnel Administration. Through inheritance, the position determines the holders (employees) organizational assignment (infotype 1001) information. The default cost distribution for employee's payroll is their respective position's cost distribution infotype (1018). Each employee's security in LaGov is also position based.

LaGov HCM supports a diverse group of external interfaces (incoming and outgoing, to other state agencies, vendors, banks and federal agencies), as well as internal interfaces.

- Inbound/outbound bank interfaces, among others, utilize scheduled UNIX level shell scripts for encryption, decryption and transmission
- The Group Health insurance and Deferred Compensation inbound interfaces are converted to IDOC's and processed within SAP using background jobs.
- Retirement systems and Department of Children and Family Services (DCFS) interfaces occur at biweekly and monthly intervals and utilize both mainframe batch FTP and manual FTP.
- Louisiana Workforce Commission (LWC) quarterly interface files use the mainframe to create 3380 cartridge tapes as the physical media.
- Other vendor financial interfaces reside on the application server and use a Web application to provide FTP capabilities to each vendor.
- Additional interfaces exist which are generally specific to the vendor, such as BenLink for Great West Deferred Compensation data.
- Internal interfaces also exist between LaGov and AFS.

2. **Enterprise Portal**

The Enterprise Portal is comprised of

- Employee Portal (LEO)
- eProcurement (SRM)
- Core Components (ECC)
- Linear Assets (Agile)
- Data Warehouse (Business Objects)

LEO (Louisiana Employees Online), the SAP Enterprise portal was implemented in November, 2003 for the initial roll out (pilot) of ESS and MSS functionality. Workflow was implemented utilizing the Microsoft Exchange connector to support an ongoing effort to give state employees more access to HR functionality in SAP R/3. Subsequently, the Exchange Connector has been removed and replaced with an SMTP server.

The following functionality is available in Employee Portal (LEO):

- ESS ERP 1.0 Version 6 Support Package 15, including the ability to update bank and tax information, view pay and time statements, submit time requests, access the SAP Inbox, and view various reports.
- MSS ERP 1.0 Version 6 Support Package 15, including the ability to view employee contact information, absence and attendance information, and a variety of organization, position and employee information.
- Travel System, including both centralized and employee entry of travel reimbursement requests, travel advances, and numerous reports. At the current time, there are 48 travel Administrators that cover 62 agencies utilizing ISIS Travel through LEO. An additional 10 positions have been identified as Travel User Support roles. Travel is NOT currently available to DOTD as travel is set up with the respective AFS accounting structure. Modifications are being made to allow DOTD to use the Travel Module.
- Learning Solutions (LSO), including student self-registration for instructor-led classes scheduled by OIS training administrators and for online courses available through LEO as well as agency specific courses. Current average attendance for OIS courses is approximately 3500 a year.
- Access to various non-SAP resources, such as Statewide Email, Business Objects, online learning courses, policies and documentation.

3. LaGov – ERP agency pilot

The LaGov ERP project began in May 2008. The project Blueprint was completed in February 2009 with the plan to implement statewide as Phase 1 and DOTD as Phase 2. DOTD was the only executive branch department not on the central accounting system (AFS). However in October 2009, an executive decision was made to restructure the implementation of the LaGov project by changing the phasing to start with the pilot program at DOTD. This permitted the critical needs of DOTD to be addressed. DOTD's aging operational and financial legacy systems were increasingly problematic and posed the greatest risk of failure. It also significantly reduced the risk to the overall statewide LaGov implementation. However with this decision, LaGov became an agency ERP pilot and not the statewide solution. The finalization, configuration and testing of the statewide control functions for the State Treasurer's Office and OSRAP were deferred.

In November 2010, LaGov was implemented as an ERP agency pilot for DOTD. This created a single instance of the SAP software and significantly expanded the use of SAP beyond the HCM modules that were in place for ISIS HR.

Functions – Accounting

- General Ledger and Financial (GL, FM , CO)
- Cash Management (CM)
- Accounts Payable (AP)
- Accounts Receivables (AR)
- Asset Accounting (AA)
- Flexible Real Estate (RE)

- Grant Management (GM)
- Project Systems (PS)

Functions – Logistics

- Procurement (SRM)
- Warehouse and Inventory Management (WM, IM)
- Plant Maintenance including Facilities, Fleet and Property (PM)
- Sales and Billing (SD)
- Mobile Solutions

Functions - Business Intelligence

- Business Warehouse (BW)
- Business Objects for reporting (BO)

Functions - Linear Assets

- For DOTD linear assets management – roads and bridges
- Software is AgileAssets 6.4

With the implementation of LaGov, the new LaGov accounting structure was put in place for DOTD, but for the remaining agencies the AFS accounting structure is still being maintained to interface the payroll expenditures to AFS. Also the legacy State Land and Building system (SLABS) was replaced with the Flexible Real Estate module. While LaGov real estate has all the state's land and buildings, only DOTD's real estate information was linked to Asset Accounting. At the point any agency is implemented, their real estate information must be linked to Asset Accounting. The Office of State Purchasing intends to use LaGov as their method for preparing for bidding and creation of the statewide contracts and then interfacing these contracts back to the legacy purchasing system, AGPS. SUS is being used as vendor self registration for both LaGov and legacy. This vendor information is then interfaced from LaGov to LaPac II. LaGov bid information is also interfaced to LaPac II. LaPac II serves as the external web site for these bids created in LaGov.

1.4 GOALS AND OBJECTIVES

The purpose of this project is:

1. To assist State of Louisiana LaGov team, by providing resources to perform the necessary tasks for the successful on-going operational support and enhancement the LaGov application from both from a technical and functional perspective while continually providing knowledge transfer to the state staff.
2. To provide any necessary assistance in order to implement another agency, joining with DOTD, as another ERP pilot agency.

The State has licensed all required products from SAP to provide this functionality.

1.5 RESPONDENT QUALIFICATIONS AND MANDATORY REQUIREMENTS

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

- The Respondent must positively affirm in their proposal their willingness to be bound by the contract terms and conditions identified in this RFP.
- The Respondent must have a minimum of three years of experience in implementing and supporting the SAP application software.
- The Respondent must have a minimum of three years of experience in implementing SAP Portal software using the NetWeaver platform.
- The Respondent must have attended the pre-proposal conference.
- The Respondent must submit a copy of company's latest financial statement.

1.6 DEFINITIONS

AFS - Advantage Financial System 2.0. Software package from American Management Systems implemented in 1998. It is a real-time mainframe application written in COBOL with a CICS front-end and DB2 database supported by a nightly batch process. Financial management system specifically designed to support the functions performed by governments. In addition to the standard accounting functions of accounts payable, revenue classification and general ledger, AFS also performs the specialized functions of encumbrance control, fund accounting, grants and project management.

AGPS - Advanced Government Purchasing System. Software package from Information Management Specialists, Inc. implemented in 1995. It is a real-time mainframe application written in COBOL with a CICS front-end and DB2 database supported by a nightly batch process. Provides both agency and State Purchasing users capability of online entry of requisitions, automated building of solicitations, selection of vendors to receive those solicitations, and bid tabulation, to automated award processing. Agency users are able to enter a direct purchase or contract release order, record the receipt of goods, enter invoices and initiate payments, all in an online real-time environment.

AgileAssets: Linear Assets management software used by DOTD for management of roads and bridges. There are multiple interfaces between AgileAssets and SAP.

CATS: SAP Cross Application Time Sheet.

CFMS - Contract Financial Management System, a software package from Information Management Specialists, Inc. implemented in 1996. It is a real-time mainframe application written in COBOL with a CICS front-end and DB2 database supported by a nightly batch process. CFMS provides contract management support for professional, personal, consulting, and social services contracts. The many functions of the system support all phases of contract management activities from initial contract entry, through amendments, invoicing and payments - across multiple fiscal years. With AFS, CFMS users may also establish and track retainage, advances, and recoupment amounts and pre-encumber contracts in the financial system via an online interface. CFMS uses, as its foundation, the AGPS contracts database structure and electronic approvals processes and takes advantage of the AGPS on-line interface capabilities with AFS.

CONTRACTOR: the respondent that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables.

DOA: Division of Administration. The Division of Administration is comprised of various sections which perform a wide variety of legislatively mandated activities and other required administrative and management functions of state government.

DOTD: Department of Transportation and Development. DOTD is the pilot agency for the additional functionality rolled out with LaGov in the Financial and Logistics area.

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.

NOTE: In accordance with the Louisiana Public Records Act, R.S. 44:1-44, non-published financial data may be deemed confidential. In the event a Respondent desires to claim exemption from public disclosure, confidential data should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Each page of the proposal claimed to be exempt should be clearly identified as "confidential".

FP&C: Facility Planning and Control in the DOA.

G/L: General Ledger

HB2: House Bill #2, this is the Capital Outlay Bill.

HCM: Human Capital Management is the collective term used by SAP and is comprised of Personnel Administration, Organization Management, Benefits, Time, Payroll, ESS, MSS (without PCRs), Travel Management and Learning Solution (LSO) modules. With the implementation of the single SAP instance with LaGov, LaGov HCM replaces the name "ISIS HR".

HR: HR is a statewide human resources management system. This SAP R/3 application provides functionality for personnel administration, benefits administration, payroll administration, organizational management, compensation management, and time management. ISIS HR also encompasses the State's usage of LSO, TMS and CATS. With the implementation of the single SAP instance with LaGov, LaGov HCM replaces the name "ISIS HR".

ISIS: Integrated Statewide Information Systems. ISIS is the comprehensive administrative system for Louisiana state government. ISIS utilizes package software designed for governmental support and utilizes professional services to assist with the customization and implementation of the various statewide administrative applications.

ISIS HR: Integrated Statewide Information Systems Human Resources. Previous name for the SAP Human Resource application which includes Personnel Administration, Organization Management, Benefits, Time, Payroll, ESS, MSS (without PCRs), Travel Management and Learning Solution (LSO) modules. With the implementation of the single SAP instance with LaGov, the name "ISIS HR" is being replaced by "LaGov HCM".

LaGov: The name of the ERP project. This project included creating a single instance of the previously existing SAP HCM modules with the SAP Financial and Logistics modules. IBM was the vendor for the implementation of the LaGov.

LaPAC II: Louisiana Purchasing and Contract Network. The primary purpose is to allow:

- Posting of Solicitations by Statewide governmental entities
- Search of Solicitations and Addendum by vendors, State agencies, and the public

- Electronic email notification to vendors via ListServ as solicitations are posted for categories/commodities for which the Vendor has subscribed for notification
- The ability to search statewide contracts using multiple search criteria

LEO: Louisiana Employees Online. LEO is the State's implementation of the SAP Enterprise Portal providing Employee Self Service, Managers Self Service, and other functions to State employees.

Logistics: Refers to the SAP functionality of the flow of goods between the point of origin and the point of consumption. Logistics provides all the State's procurement functionality and fully integrates with the financial modules. Logistics modules include eProcurement (SRM), Materials Management, Inventory and Warehouse Management, Plant and Fleet Management and Mobile Solutions.

LSO: Learning Solutions. LSO automates the administration of training events by managing users and courses, tracking student training and job requirements.

OCS: The Office of Computing Services (OCS) in the DOA is the office responsible for the support and maintenance of computer hardware, system software, operations, and the network associated with the Division of Administration mainframe, mid-range computers, servers, and personal computers.

OIS: The Office of Information Services (OIS) in the DOA is the office that currently administers multiple statewide business applications that contain financial, contract management, budget development, human resources, performance accountability, and procurement data.

OIT: The Office of Information Technology (OIT) in the DOA.

OSRAP: The Office of Statewide Reporting and Accounting Policy, in the DOA, provides and maintains a uniform system of accounting for all state agencies; provides accurate and timely financial information through the CAFR to the legislature and the citizens of Louisiana, and provides for the maximum recovery of federal funds through the Statewide Cost Allocation Plan.

REPONDENT: Denotes the organization that responds to this RFP prior to the award.

SAP: ERP application software implemented by the State.

SUBCONTRACTOR: The third-party entity or entities that provide services under the supervision of the respondent.

TMS: Refers to the State's implementation of SAP Travel Management System.

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 13, 2011 and to continue through June 12, 2012. The State has the right to contract for up to three 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:

**Dana Maxfield
Division of Administration
Office of Information Services
Post Office Box 94095
Baton Rouge, La. 70804-9095
E-mail: Dana.Maxfield@LA.GOV
Fax: (225) 342-0902**

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

2.3 CALENDAR OF EVENTS

1. Advertise RFP and mail public announcements January 25, 2011
2. Pre-proposal Conference February 10, 2011
3. Deadline for receiving Respondent inquiries
(2:00 P.M. Central Time)..... February 24, 2011
4. Last date to respond to Respondent inquiries March 4, 2011
5. Proposal submission deadline (2:00 P.M. Central Time) March 18, 2011
6. Invitation to finalists for oral interviews (tentative) March 25, 2011
7. Oral Interviews (tentative) April 7, 2011
8. Formal announcement of selected Respondent (tentative) April 18, 2011
9. Initiate contract negotiation with selected
Respondent (tentative) April 20, 2011
10. Contract execution (tentative)..... June 13, 2011

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

2.4 RESPONDENT INQUIRIES

The State will consider written Respondent 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 Respondents will be posted by the last date to respond to Respondent inquiries indicated in Section 2.3 at <http://www.doa.louisiana.gov/ois/rfp.htm>. It is the responsibility of the Respondent to check the web site for the official responses to Respondent inquiries.

Only Martha O'Hara, Director of the Office of Information Services, has the authority to respond to Respondents' questions on behalf of the State. Communications from any other individual are not binding on the State.

Unauthorized contact regarding this RFP with employees or officials of the State of Louisiana other than the RFP Coordinator identified in section 2.2 may result in disqualification from this procurement process.

2.5 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be conducted in **Room 1-100 Louisiana Purchase Room** of the **Claiborne Building, 1201 N. Third Street, Baton Rouge**, beginning at 9:00 AM Central Time on the date specified in the Calendar of Events (see Section 2.3).

Prospective Respondents must attend the pre-proposal conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Attendance of Respondents 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 Respondent that may attend this pre-proposal conference. The conference will continue until all Respondent 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 Respondents 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.doa.louisiana.gov/ois/rfp.htm>.

2.7 PROPOSAL SUBMISSION

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

Respondents 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 **1201 N. Third Street, Claiborne Building Suite 2-190, Baton Rouge, LA 70802**, and the telephone number is **(225) 342-0900**.

The Respondent 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 on behalf of the organization, using the **Certification Statement in Appendix G**. 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.

It is solely the responsibility of each Respondent 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 Respondents 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 Respondent'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 Respondent:

- 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.

Respondents 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 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.

2.10 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

2.11 WITHDRAWAL AND RE-SUBMISSION OF PROPOSAL

A Respondent 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 Respondent must be submitted to the RFP Coordinator.

2.12 SUBCONTRACTORS

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents 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 Respondent 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 Respondent under the terms of this RFP is also required for each subcontractor. Copies of any agreements to be executed between the Respondent and subcontractor(s) should be included in the proposal.

2.13 PROPOSAL MATERIAL OWNERSHIP

All material (paper content and CDs) 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. All proposals submitted are to be retained by the State and not returned to Respondents. Any copyrighted materials in the response are not transferred to the State.

2.14 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.

2.15 INCURRING COSTS

The State is not liable for any costs incurred by prospective Respondents 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 Respondent in responding to this RFP are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the State.

2.16 ERRORS AND OMISSIONS IN PROPOSAL

The State will not be liable for any errors in proposals. The Respondent will not be allowed to alter proposal documents after the deadline for submission, except under the following condition: The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Respondent. The State, at its option, has the right to request clarification or additional information from the Respondents. Such information and/or documentation shall be incorporated into and considered part of the proposal.

2.17 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 RFP if it is in the best interest of the State to do so.

2.18 CONTRACT AWARD, NEGOTIATIONS, AND EXECUTION

The contract will be awarded to the Respondent whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected Respondent 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 Respondent. The successful Respondent will be required to furnish the State an electronic version of their proposal.

The State reserves the right to request additional information and/or to negotiate certain clarifications with the Respondent 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 Respondent 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 Respondent will become part of any contract initiated by the State. In no event is a Respondent to submit its own standard contract terms and conditions as a response to this RFP.

If the contract negotiation period exceeds 30 days or if the selected Respondent fails to sign the final contract within five (5) business days of delivery, the State may elect to cancel the award and award the contract to the next highest ranked Respondent.

2.19 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.

2.20 CODE OF ETHICS

Respondents 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.

2.21 BILLING AND PAYMENT

The contractor will submit monthly billings based on the contract rates for each of the project roles. The monthly billings will be supported by time sheets and current written status reports, describing the work completed and current status of work in progress. The contractor will not be compensated for more than the total cost ceiling proposed.

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.

2.22 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which becomes available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.

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

Additionally, under no circumstances is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Commissioner of Administration.

2.23 DISQUALIFICATION

The State reserves the right to verify all information provided by a Respondent via direct contact with the Respondent's prior clients and prior project personnel and Respondents must agree to provide and release necessary authorizations for the State to verify any of the Respondent's previous work. As described elsewhere in this RFP, each Respondent 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 Respondent from further consideration.

SECTION III

3.0 SCOPE OF WORK

The scope of the proposed project will include the following:

1. To provide configuration, problem resolution, programming, analytical, BASIS and other support services at the State's discretion for the SAP software, SAP Enterprise Portal software and for planned and unplanned (problems) tasks required in support of the LaGov system and all its related components: Financial, Logistics, HCM and SAP Enterprise Portal system and its related components.
2. Due to the vast backlog of change requests in the Financial and Logistics modules and the complexity of these newly implemented LaGov modules, the State has estimated the level of support effort at approximately 18,000 hours each year of this contract.
3. Ninety percent (90%) of the work will be performed on-site. Off-site work will only be contemplated on an exception basis and will require pre-approval during the task order process. **Unless exception is granted by the State Project Manager, contractor personnel will be required to be available Monday morning through Friday morning,**
4. All proposed project staff are required to have a minimum of 3-5 years of SAP R/3 and SAP Portal experience in the respective areas of expertise.
5. Implementation of any additional agency **must** occur at the beginning of a fiscal year.
6. The major deliverables for this contract are outlined below.

Development

Provide development services to include installation, configuration, customization, ABAP/JAVA/XML or other development, and creation of data/information structures necessary to meet the identified requirements. Configuration and customization includes enterprise, general, application and object specific activities as well as database administration required to perform these tasks.

Support and Enhancements

Support requests generally involve production problems for which the State needs implementation assistance. Enhancement requests can arise as a result of changes in federal and/or state law, rules and regulations, new processes or functionality that the State wants to implement. The enhancements envisioned are generally limited in scope and duration. Examples of support and enhancement requests are as follows:

- A. Enhance the PS module to support Environmental tracking, utility relocation and sign permits as well as develop several project tracking reports.
- B. Routine support.
- C. Design a process to support grant related Interagency transfers, enhance tracking of grant relationships (in kind match, non federal grant match etc.), and develop several grant reports.
- D. Exploit the functionality provided for using service masters and the Options functionality in SRM as well as enhance the current material master design.
- E. Support of mainframe DB2, such as conversion to DB2 to higher versions.

While each of the aforementioned requests is fundamentally different, in each case the deliverables will include but not be limited to the following:

- Functional and implementation analysis and/or studies, as requested.
- **Planning** - A plan for each request including level of effort and resource requirements.
- **Analysis and Design** – Analyze the changes required by the request and provide design services to include activities such as business, technical and legal requirements definition, technical and functional specifications, and detail design documents.
- **Development** – Provide development services to include installation, configuration, customizations, ABAP/JAVA/XML or other SAP supported development, and creation of data/information structures necessary to meet the identified requirements. Configuration and customization includes enterprise, general, application and object specific activities as well as database administration required to perform these tasks.
- **Installation and Testing** – Install the changes in the development and test regions. Provide test results demonstrating the successful completion of each support request.
- **Implementation** – Upon approval of the State, implement the changes in the production environment.
- **Knowledge Transfer** – Prepare State staff before implementing the changes to assume responsibility for continued support and enhancement of the system through both formal training and on-the-job knowledge transfer. Documentation of all customization, configuration and customer specific development along with procedures for ongoing maintenance.
- **Post Implementation Support** – Provide support to resolve issues and transition the maintenance of the changes to State staff for a period specified in the task order.

7. The major steps associated with the task process to be used for this contract are as follows:

- A. A user agency or control agency will request support services or changes to LaGov.

- B. OIS will evaluate the request to determine the potential impact and will request the contractor to develop a plan.
- C. The contractor will complete a plan which includes an estimate of the level of effort involved, including the proposed personnel and billing rates in accordance with negotiated contract. If the task order is for an enhancement, the plan will include a detail design.
- D. The State will submit a task order identifying the approved personnel to the contractor once a decision is made to implement change or support services.
- E. The contractor will complete task order, unless it is cancelled by the State. If the task order involves configuration or programming changes, the contractor will perform all necessary unit and functional testing in the development region before the change is released to State. This will include providing the necessary technical documentation and adhering to transport procedures required by the State.
- F. The State will review completed task orders to ensure that all requirements were met. When the task order involves a programming/configuration change, OIS staff will test the change made by the contractor in the test region to ensure changes are error free. If errors are found, the contractor will rework the change.
- G. Once State staff determines a configuration or programming change is error free, the change will be considered complete and will be moved to production.

3.1 PROJECT STANDARDS

The State and the contractor will identify, establish, and document the basic standards and procedures for this contract work in conjunction with the state project manager. The standards document will form part of the task plan and should be made available to all team members. Some of the key issues that must be included are documenting any issues, risks, change management and knowledge transfer. The state has been utilizing SAP Solution Manager for LaGov documentation and work tracking.

OIS has a Project Management Guide and project management plan templates and procedures for its IT projects, and would like to use its program with this project.

Project Management

The contractor must utilize a formal application design methodology that will be followed throughout the duration of these work tasks. The contract manager should 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 task plans, schedules and tasks budgets along with the State project manager;
 2. Supervise day-to-day activities of the contractor and subcontractor personnel;
 3. Develop and maintain communication and involvement, as required and requested by the state project manager, 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 workplans, 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.
- Focusing on knowledge transfer and training throughout the project by having the State staff and contractor project team members working continuously side-by-side.

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 workplan of all 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 task plans will be revised from time to time. All dates shall be arranged so as not to adversely impact normal processing cycles of the Production environment. Special care will be given to payroll cycles, Fiscal Year End processing, and Calendar Year End processing.

Reporting Process and Frequency

Status reports will be provided to the State on a periodic basis as agreed to with the state project manager. 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 by Work Plan task. 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.

3.2 TECHNICAL ENVIRONMENT

3.2.1 DIVISION OF ADMINISTRATION TECHNICAL ENVIRONMENT

The Division of Administration's technical environment supporting LaGov is defined in **APPENDIX B**.

The Division of Administration has standardized its PC environment and an Ethernet local area network. The State will provide and maintain PCs as well as any other software or hardware required (including office software, network connection capability, Windows operating system, project management software, etc.) to function as part of the State network. Contractor will comply with the Division of Administration network and 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 written approval of the Division of Administration.

3.2.2 LaGov APPLICATION HARDWARE AND SYSTEMS

The LaGov system currently utilizes the following software versions:

- EHP4 for SAP ERP 6.0 / NW7.01 (this includes Travel, LSO, HCM, FI, etc.)
- SAP GUI FOR WINDOWS 7.10 and 7.20
- SAP NETWEAVER BW 7.01
- SAP NETWEAVER PORTAL 7.01
- SAP NETWEAVER MDM 7.1
- SAP NETWEAVER MOBILE 7.0
- SAP NETWEAVER PI 7.1
- SAP SOLUTION MANAGER 7.0
- SAP SRM 7.0 / NW7.01
- SAP XMAM 3.0
- Business Objects Enterprise XI 3.1 SP3
- Crystal Reports 2008 SP3

SAP Integration Kit for BOE XI 3.1 SP3
Client Tools for BOE XI 3.1 SP3
Lifecycle Manager XI 3.1 SP3
BI Widgets XI 3.1 SP3
Xcelsius 2008 SP3
Live Office 3.1 SP3

Hardware and Database

The State uses a z/OS - AIX environment for its installation. There is one z/OS system that supports all instances of DB2 required for the implementation.

The SAP Enterprise Portal and the on-line documentation system are currently run on Dell servers running Windows 2003, IIS version 6.0, and Microsoft SQL Server database.

The system hardware is in the Division of Administration's computer center located in Baton Rouge, Louisiana.

Transaction and Volume Estimates

Total number of SRM users is 3700. The maximum concurrent user load for SRM does not exceed 500 users.

Total number of SUS users is 3100. The maximum concurrent user load for SUS does not exceed 100 users.

Total number of MDM users is 100.

Total number of BI users is 1800. The maximum concurrent user load for BI does not exceed 100 users.

Total number of ERP BO users in 1800.

Total number of SAP Mobile (MI) users is 100.

Total number of positions with R/3 access (SAPGUI access - includes EA's, Time Admins, etc.) – 12,500

The maximum concurrent user load is on Friday/Monday for entering of time information and generally does not exceed 1500 users.

Total number of positions with Travel Administrator permissions - 438

Total number of positions with Travel User Support permissions through the portal - 8

Total number of positions with Travel permissions through the portal – 6,113

Total number of ESS only userids (Z_PORTAL_ESSPLUS role) – 21,203

Total number of Enhanced ESS userids (Z_PORTAL_LEOWORKFLOW role) – 6,461

Total number of Enhanced ESS userids (Z_PORTAL_WFTIME role) – 20,534
 Total number of Nonpaid userids (Z_PORTAL_LEONONPAID role) – 20,958
 The maximum concurrent Portal user load is approximately 2400, with an average of about 1800.

Instance and Client Strategy

The State uses a 3 tier supported landscape for the implementation of the project and ongoing production support.

The Model (MOD) environment, which is a copy of PRD is used to test upgrades to the R/3 environment, OS changes, and database release level changes without impacting the Development, Quality Assurance, and Production environments.

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 RESOURCES

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

State Project Manager

The State will appoint a project manager with extensive experience in the successful implementation of large-scale complex projects. The project manager will also possess considerable knowledge of the State's various operational systems.

Functional and Technical Staff

The State's support team for LaGov and the Portal consists of approximately 53 functional and technical employees. A breakdown is as follows:

- Financial support staff – 9 functional analysts, 4 technical analysts
- Logistics support staff – 6 functional analysts, 7 technical analysts
- HCM Support Staff – 7 functional analysts, 4 technical analysts
- BI/BO Support Staff – 2 functional analysts, 5 technical analysts

- Basis/Technical Infrastructure Staff –9 technical analysts
- Enterprise Readiness- 4 functional analysts, 1 technical analyst

Access to these personnel for implementing another pilot agency, the level of effort required, and time frames will be determined based upon the work plan. The State resources are to be loaded at no more than 85% of normal work hours. Reasonable access to other personnel on a limited basis will be coordinated through the Project Manager.

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

Office Facilities

The State will provide reasonable and normal office space, basic office furniture, supplies, local telephone service, and limited usage of copiers and fax machines.

Some of the contractor's work may be performed off-site if agreed to by the parties. For the purposes of this RFP, "On-site" shall refer to office space in state-owned/leased buildings (primarily within OIS). "Off-site" shall refer to office space in other than state-owned/leased buildings. Off-site work is discouraged in the completion of this contract, as it is the State's intention that knowledge transfer will occur at all levels of this project. To that end, at least 90% of all efforts expended on each deliverable shall be performed on-site. If the State is unable to provide adequate resources for this requirement, exceptions may be granted.

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

The State has a quality assurance program in place and plans to utilize this program for this project. 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 Respondent 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.

SECTION IV

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 PRELIMINARY SCREENING

Each proposal will be screened for compliance with the Respondent qualifications and mandatory requirements as defined in Section 1.5. 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 RESPONDENT QUALIFICATIONS

The maximum possible score for this criterion is **20 POINTS**. The evaluation committee will consider:

Respondent's experience configuring, customizing, modifying, maintaining and enhancing the SAP Financial, Logistics (including SRM 7.0), HCM and BW of SAP R/3 ECC 6.0 version and SAP NetWeaver Portal using BAPI's, ABAP, ALE, CATT, IMG or other SAP supplied tools;

Respondent's experience with the design, implementation and maintenance of large installations of SAP R/3 ECC 6.0 version and SAP NetWeaver Portal;

Respondent's experience with BASIS and the technical environment, (z/OS, DB2, AIX) and with establishing, maintaining and optimizing the central infrastructure, application instances and databases;

Respondent's understanding of all LaGov hardware and software components;

Respondent's understanding of government business practices, policies and procedures;

Respondent's experience in building/maintaining R/3 interfaces;

Stability of Respondent's organization(s).

4.2.2 PROPOSED PROJECT STAFFING

The maximum possible score for this criterion is **20 POINTS**. The evaluation committee will consider:

Proposed staff members' experience in the areas outlined above;

Proposed staff members' experience/level of skill in those functions outlined in the cost proposal;

Proposed staff member's role and responsibilities, level of effort, duration of involvement and on-site availability;
Proposed staff members SAP and ASAP certifications.

4.2.3 PROPOSED PROJECT APPROACH AND DESIGN METHODOLOGY

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

Respondent's understanding of the nature of the LaGov implementation.
Respondent's approach to project management;
Respondent's understanding of the project risks and the procedures proposed to mitigate these risks;
Respondent's approach to merging, supporting and enhancing this system within the State's technical infrastructure;
Respondent's approach for assuring appropriate data security;
Respondent's approach to team structure and knowledge transfer;
Respondent's approach consistent with State implementation goals, objectives, schedules, etc.;
Respondent's methodology;
Respondent's approach to quality assurance;
Respondent's detailed discussion of methodology for supporting and enhancing a productive system;

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 cost proposal. The cost evaluation will be based upon the prices submitted by the Respondent on the Cost Proposal Worksheet (Appendix F). Respondent will record the hourly rate(s) for three levels within each functional area in the column labeled **Hourly Rate**. These entries will be multiplied by the factor in the column labeled **State Evaluation Factor**. The State's Evaluation Factor serves only as an indicator of the volume of services which the State expects to utilize. The result of this calculation will be recorded in the column labeled **Evaluated Price**. The price(s) in the Evaluated Price column will be added to produce the result in the box labeled "**Total Composite Labor Rate**". The "Total Composite Labor Rate" will be used in the following formula to score for cost.

The total cost proposed includes labor, taxes, per diem, travel, overhead, account management and any other costs related to providing the service. Travel time is not reimbursable.

Cost will be given a weight of 30 of a total 100 points. The cost points for a proposal are obtained by the following formula:

Cost points = (lowest total composite labor rate/specific Respondent's total composite labor 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, Respondent contact name and phone number. This section should also include a summary of the Respondent'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 Respondent cannot comply with any of the contract terms, an explanation of each exception must be supplied.

4.3.2 CORPORATE BACKGROUND AND EXPERIENCE

The Respondent must give a brief description of the company including a brief history, corporate structure and organization, number of years in business, and must include in their proposal a copy of financial statements for the most recent quarter. The financial statements shall include both an income statement and a balance sheet. If a cash flow statement is available, it should also be included. The financial statements should be detailed enough to analyze and assess the company's financial position.

This section should provide a detailed discussion of the Respondent's prior experience in working on projects similar in size, scope, and function to the proposed contract and in designing, implementing, and supporting the type of project and software described in Section 4.2.1 Respondent Qualifications. Respondent should describe experience in implementing and supporting comparable systems in other states or in corporate/governmental entities of similar size and diversity with references from relevant entities that can attest to the Respondent's ability to provide the services specified.

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

4.3.3 PROPOSED PROJECT STAFF

The Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel considered key to the success of the project. The Respondent's personnel assigned to this contract may not be replaced without the written consent of the State.

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

The Respondent must provide this information in the format defined in APPENDIX D.

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 Respondent should include a high-level work plan for the project. This work plan should include the high level tasks to be performed, work estimates for each task, and level of effort for state and contractor personnel.

The Respondent should provide this information in the format defined in APPENDIX E.

4.3.5 COST PROPOSAL

The hourly cost proposal must include any and all costs the contractor expects to be paid. In accordance with Section 4.2.4, the Respondent should take travel expenses, taxes, labor, per diem, overhead, account management and any other costs related to this service into account in determining the hourly rates proposed. Travel time is not reimbursable.

The cost proposal must include rates for each level within the functional areas listed in Appendix F. Additional levels of expertise or functional areas/roles cannot be proposed. The task order process will identify skill level required for the functional area on a task order basis as outlined in 3.0 Scope of Work.

Respondents must complete the form as indicated. 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 Respondent must provide this information in the format defined in APPENDIX F. 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 G.**

4.4 PRELIMINARY SCORING

The Evaluation Committee will score each written proposal. The Respondents reasonably susceptible of being selected for award may be asked to provide clarification on proposed services, to participate in oral interviews and to answer any questions from the Evaluation Committee. No preliminary conclusions or results will be given out until the Evaluation Committee has completed the entire evaluation process and the formal announcement of selected Respondent has been made.

4.5 RESPONDENT INTERVIEWS

The Respondents reasonably susceptible of being selected for award may be invited to participate in oral interviews with the Evaluation Committee. Respondents may be asked to provide clarification on corporate background and experience, proposed project staff experience, and proposed project approach and methodology. Respondents 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 Respondent'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

If oral interviews are conducted, the proposals selected for final evaluation will be re-scored on the same basis as the preliminary scoring. The Evaluation Committee will take into account information obtained from the Respondent interviews/presentations, and references. The highest scored proposal will be selected.

4.7 FINAL SELECTION

The Evaluation Committee will recommend the highest scored proposal for acceptance by the Division of Administration Commissioner. Upon concurrence by the Commissioner final selection, a formal announcement of the selected Respondent will be made, and all Respondents will be notified. Contract negotiations should begin by the date listed in the Calendar of Events.

The final selection is subject to the approval of the Division of Administration, Office of Contractual Review. The Office of Information Services will not offer debriefing sessions to unsuccessful Respondents.

STATE OF LOUISIANA
CONSULTING 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 Division of Administration, State of Louisiana, hereinafter sometimes referred to as the “STATE” and (CONTRACTOR’S name and legal address including zip code), hereinafter sometimes referred to as the “CONTRACTOR”, do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

To be determined during contract negotiations.

1.1 CONCISE DESCRIPTION OF SERVICES

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

1.2 COMPLETE DESCRIPTION OF SERVICES

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

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERMS OF CONTRACT

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

2.2 WARRANTIES

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

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 [n] 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.

D. Software Performance

Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the CONTRACTOR.

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 and services provided hereunder will be free from any "Self-Help Code" or "Unauthorized 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.

2.3 INSURANCE

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

2.4 LICENSES AND PERMITS

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

2.5 SECURITY

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

2.6 TAXES *

CONTRACTOR is responsible for payment of all applicable taxes from the funds to be received under this contract. CONTRACTOR'S federal tax identification number is (FEIN).

2.7 CONFIDENTIALITY

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

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

3.2 QUALITY ASSURANCE REVIEWS

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

3.3 CONTRACTOR RESOURCES

CONTRACTOR agrees to provide the following contract related resources:

A. Key Personnel

CONTRACTOR shall assign staff that possesses the knowledge, skills, and abilities to successfully perform assigned tasks. STATE shall review resumes of personnel to be assigned to team and shall have the right to accept or reject proposed staff as deemed necessary to the success of the tasks to be performed.

B. Personnel Changes

CONTRACTOR'S key personnel assigned to this contract may not be replaced without the written consent of the STATE. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any CONTRACTOR personnel become unavailable due to resignation, illness or other factors, excluding assignment to a project outside this contract, outside of the CONTRACTOR'S reasonable control, as the case may be, the CONTRACTOR shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan. STATE shall review resumes of personnel to be assigned to team and shall have the right to accept or reject proposed staff as deemed necessary to the success of the tasks to be performed.

3.4 PROJECT MANAGER

STATE shall appoint a Project Manager for this contract who will provide oversight of the activities conducted hereunder. The assigned Project Manager shall be the principal point of contact on behalf of the STATE and will be the principal point of contact for CONTRACTOR concerning CONTRACTOR'S performance under this contract.

3.5 STATE FURNISHED RESOURCES

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

A. Project Manager

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

B. Functional and Technical Staff

The State will provide (*number*) full time equivalent functional staff with a broad base of knowledge across all areas of state government systems, and provide (*number*) full time equivalent technical staff with varying degrees of system administration and programming experience. The State resources are to be loaded at no more than 85% of normal work hours. The level of effort required and time frames will be documented based upon the work plan. Reasonable access to other personnel on a limited basis will be coordinated through the STATE Project Manager.

C. Office Facilities

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

D. Computer Facilities

STATE will make available use of computer facilities at reasonable times and in reasonable time increments 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.

E. PC Workstations

STATE will provide workstations, operating system and software licenses (Word, Excel, PowerPoint, Outlook) necessary to function as part of the STATE network. In accordance with the Office of Information Technology Policy IT-POL-009, modem hardware attached to or installed in desktop computer systems connected to the network is prohibited. Additionally, laptop users are prohibited from using simultaneous connections via the modem and the network interface.

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

3.6 STATE STANDARDS AND GUIDELINES

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

A. Hardware and Operating System Software Environment

The STATE uses z/OS, AIX, and Windows XP environments with UDB and SQL Server databases for their implementation of statewide and departmental business systems.

The Division of Administration has standardized its PC environment with Microsoft Windows 2003 and an Ethernet local area network. The current standard for the Division of Administration's desktop applications running on the local area network are: Word, Excel, PowerPoint and Outlook.

B. Technical Documentation

The STATE will require the provision of necessary technical documentation as well as adherence to migration procedures for all program changes made by the CONTRACTOR.

3.7 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, STATE shall be provided all documents in electronic format, as well as hard copy. Electronic media prepared by the CONTRACTOR for use by the STATE will be compatible with the Office of Information Services' desktop applications defined in Section 3.6.A. Conversion of files, if necessary, will be CONTRACTOR'S responsibility. Conversely, as required, CONTRACTOR must accept and be able to process electronic documents and files created by the STATE'S current desktop applications as described in Section 3.6.A.

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

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

Payment will be made only on approval of the Director of the Office of Information Services.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

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

STATE to comply with the terms and conditions of this contract, provided that the CONTRACTOR shall give the STATE written notice specifying the STATE'S failure and a reasonable opportunity for the state to cure the defect.

6.2 TERMINATION FOR CONVENIENCE

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

6.3 REMEDIES FOR DEFAULT *

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

6.4 NOTICE TO EITHER PARTY

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

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

Ms. Kathleen Sessums
LaGov Project Manager
Office of Information Services
1201 Capital Access Rd,
DOTD East Wing Building, Room 5-511
Baton Rouge, Louisiana 70804

CONTRACTOR'S Name and Address

7.0 AVAILABILITY OF FUNDS *

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

8.0 OWNERSHIP OF PRODUCT

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

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

9.0 ASSIGNMENT *

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

10.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at

the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Service; ii) State's use of the Service in combination with other services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

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 agency of the STATE, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five (5) years from the date of the last payment made under this contract. CONTRACTOR shall comply with federal and/or state laws authorizing an audit of CONTRACTOR'S operation as a whole, or of specific program activities. Records shall be made available during normal working hours for this purpose.

12.0 RECORD RETENTION

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

13.0 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 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.

17.1 GOVERNING LAW *

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

17.2 SEVERABILITY

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

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

CONTRACTOR

BY: _____
Name
Title

Date: _____

WITNESSES SIGNATURES:

STATE OF LOUISIANA DIVISION OF ADMINISTRATION

BY: _____
Paul Rainwater
Commissioner

Date: _____

WITNESSES SIGNATURES:

ATTACHMENT I - STATEMENT OF WORK**1.0 DESCRIPTION OF SERVICE**

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

2.0 PERFORMANCE MEASURES

The performance of the contract will be measured by OIS. 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 *(description of services)*.

3.0 MONITORING PLAN

The OIS Director will monitor the services provided by the CONTRACTOR and the expenditure of funds under this contract. The OIS 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. Submitting design components, approved by the OIS Director, to the CONTRACTOR.
2. Reviewing completed design components to ensure that all requirements were met.
3. Supervising and directing OIS staff 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.

4.0 DELIVERABLES

To be determined during contract negotiations.

ATTACHMENT II - INSURANCE REQUIREMENTS FOR CONTRACTORS**1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers Compensation and Employers Liability Coverage

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

3. Coverage

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

5.0 ACCEPTABILITY OF INSURERS

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

6.0 VERIFICATION OF COVERAGE

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

7.0 SUBCONTRACTORS

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

**DIVISION OF ADMINISTRATION
LaGov TECHNICAL ENVIRONMENT**

PC ENVIRONMENT

SOFTWARE

	Client	Server
Operating System	Windows XP SP3 & Windows 7 Ent 32-bit	Windows Server 2003 & Windows Server 2008.

HARDWARE

Desktop (Minimum)	Minimum Network Servers
Dell Pentium Processor 2.8 GHz or faster 1 – 2GB (or more) memory 40GB (or more) hard disk	Dell Pentium Dual-Processor 2.8 GHz minimum 2 GB (or more) memory 3-73 GB hard disk RAID1

MID-RANGE ENVIROMENT

SOFTWARE

Operating System
IBM AIX

ERP Software
SAP R/3

HARDWARE

IBM p-Series P6 570

MAINFRAME ENVIRONMENT

SOFTWARE

Operating System
z/OS V1.10

Database
DB2 V9

HARDWARE

CPU
IBM 2097-602 with 64 GB memory

DASD
1 IBM DS8300
1 IBM DS8100

Tape
1 IBM 7740 Virtual Tape Library with:
Backend 3592 drives

HOSTED ENVIRONMENTS

AgileAssets software with Oracle database hosted by AgileAssets.

**DIVISION OF ADMINISTRATION
LaGov TECHNICAL ENVIRONMENT**

Servers for all platforms are physically housed in the Information Services Building. Servers accessed outside the Division of Administration offices are logically contained within the Office of Telecommunications Management's public DMZ.

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; 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 Upgrade and Support of LaGov project—Similar in size, scope, complexity, significant design challenges and/or implementation effort, etc.)*

Technical Environment: *(Specify database (DB2, Oracle, Sybase, etc), AIX, UNIX, etc.)*

Reference: *(Provide the name, title, address and telephone number 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 STATEMENTS FOR THE MOST RECENT QUARTER MUST BE SUBMITTED WITH PROPOSAL.

**PROPOSED PROJECT STAFF
FORMAT**

Name and Title:

Current Employer:

Role on this project: *(Lead Technical Consultant, Lead Application Consultant, Project Manager, 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 that the person will be on-site.)*

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

Prior Experience:

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

Project 1:

Application type: *(Specific system similar to the Upgrade and Support of LaGov project.)*

Application Software: *(Custom or specify application software products.)*

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

Number of employees impacted by the project:

Role/responsibility on project:

Employer:

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, etc.)*

Application Software: *(Custom or specify application software products.)*

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

Number of employees impacted by the project:

Role/responsibility on project:

Employer:

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.

LEVEL OF EFFORT ESTIMATE

Based on Respondent's past experience and the information provided in the request for proposal provide an estimate for the level of effort (in total contractor hours) required for successful completion of the project.

OTHER

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

COST PROPOSAL

The Respondent must provide hourly rates for consultants (with no less than 3-5 years experience) working on-site for the functional areas/roles included in the cost worksheet. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, account management, and any other costs related to the service.

The cost proposal worksheet specifies three levels of expertise within each functional area. Respondents must include rates on the cost proposal worksheet for each of the three levels within every functional area listed, even if the same rate applies for varying levels of expertise. The definitions for the varying levels are as follows:

- Level 1 A consultant with 3 –5 years relevant experience
- Level 2 A senior consultant with 5 –7 years relevant experience
- Level 3 An expert with more than 7 years relevant experience

Additional levels of expertise or functional areas/roles cannot be proposed.

The **Total Composite Labor Rate** will be used for calculating the cost points per section 4.2.4. The task order process will identify the need for expertise in the functional area on a task order basis as outlined in 3.0 Scope of Work.

COST PROPOSAL**COST PROPOSAL WORKSHEET**

Functional Areas/Roles	Hourly Rate(s)	x	State Evaluation Factor	=	Evaluated Price
1. Project Management					
Level 1			1		
Level 2			1		
Level 3			2		
2. PA/Org Management/Benefits					
Level 1			1		
Level 2			1		
Level 3			2		
3. Payroll					
Level 1			1		
Level 2			2		
Level 3			4		
4. Time Management/Evaluation					
Level 1			1		
Level 2			2		
Level 3			3		
5. Travel Management					
Level 1			1		
Level 2			1		
Level 3			1		
6. FI/CO					
Level 1			1		
Level 2			2		
Level 3			3		
7. BASIS					
Level 1			1		
Level 2			2		
Level 3			4		
8. ABAP Technical Lead					
Level 1			1		
Level 2			2		
Level 3			4		
9. Enterprise Portal					
Level 1			1		
Level 2			3		
Level 3			2		
TOTAL COMPOSITE LABOR RATE					

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 Respondent 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: _____

Respondent 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, Respondent certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Respondent complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Respondent accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Respondent's quote is valid for at least 90 days from the date of submission of proposal;
- (5) Respondent understands that if selected as the successful Respondent, he/she will have five (5) business days from the date of delivery of final contract in which to execute the final contract document.
- (6) Respondent certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____