



STATE OF LOUISIANA

**DIVISION OF ADMINISTRATION
OFFICE OF TECHNOLOGY SERVICES (OTS)**

REQUEST FOR PROPOSALS

Support and Enhancement of the LaGov ERP

CIO APPROVAL # ED 13-097

Issued: July 2014

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1.0 GENERAL INFORMATION

1.1 PURPOSE

The purpose of this RFP is to acquire consulting services to provide operational support and enhancement of the SAP-based ERP system known as LaGov.

1.2 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.

1.2.1 LaGov HCM (formerly ISIS HR)

The State has been live for over thirteen 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 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) when the time is being entered by timekeepers. CATS was implemented in May 2014, for employees who enter their own time. Currently there is a project in place for employee electronic timesheet certification and electronic supervisor approval which is scheduled to be implemented in the fall of 2014. Prior period entries must be completed by an Employee Administrator. In addition to PA61, Time Managers Workplace and CATS, 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.

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.

1.2.2 LaGov ERP

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. Additionally, SLABS (State Lands and Building System) was replaced with the Real Estate module. This module is maintained for all agency land and buildings by centralized offices within the Division of Administration with the exception of some of the DOTD land. 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. On July 1, 2013, DEQ (Department of Environmental Quality) was implemented on LaGov ERP. On July 1, 2014, DNR (Department of Natural Resources), WL&F (Department of Wildlife and Fisheries) and CPRA (Coastal Restoration and Protection) were implemented on LaGov.

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

With the implementation of LaGov, the new LaGov accounting structure was put in place for the LaGov ERP agencies, but for the remaining agencies the AFS accounting structure is still being maintained to interface the payroll and Travel expenditures to AFS. Also with the Flexible Real Estate module replacing SLABS, and thus has all the state's land and buildings, only the ERP agencies real estate information is 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 uses 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.

1.2.3 Enterprise Portal

The State has the following Enterprise Portals:

- Single Sign-On Portal (A single authentication source to access all state SAP Enterprise Portals including single sign-on to the SAP GUI and Business Objects for non LaGov users)
- ECC Portal (LEO) including ESS, MSS, LSO, etc.
- eProcurement Portal (SRM)
- Vendor Portal (SUS)
- Linear Assets Portal (Agile)
- Data Warehouse (including Business Objects integration)

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, address, withholding, emergency contact, benefits and tax information, view pay and time statements, access 2005-2014 W-2s, submit time requests, access the SAP Inbox, and view various reports. Newly hired employees are given access to ESS to complete personal information when hired using an on-boarding action.
- 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 de-centralized (employee entry of) travel, Expense reports/Weekly Reports, Travel requests (advances only presently, but this is being expanded to include Trip request authorizations), and numerous reports. At the current time, there are 82 agencies utilizing the Travel module through LEO. A total of 46,559 trips/advances were paid during the past 12 months. Our user base includes 385 Travel Administrators, 76 with the Travel Reports only role and an additional 7 who have Travel user support roles and support this module.
- Learning Solutions (LSO 6.05) through LEO hosts both statewide and agency-specific instructor-led and web-based training courses. Employee self-registration is supported in addition to training administrator bookings. We do not support off-line learning or external course hosting. For the last 12 months, 228,960 web courses were completed and there were 11,653 instructor-led class registrations. 19 agencies currently launch their own course catalogs from LSO (4 of these have statewide audiences) with 2 more agencies coming soon. There are 323 training coordinators/agency administrators and 6 with user support roles that support this module.
- Access to various non-SAP resources, such as Statewide Email, Business Objects, online learning courses, policies and documentation.

1.3 SCOPE OF SERVICES

Appendix 1 details the scope of services and deliverables that the State requires of the selected contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 TERM OF CONTRACT

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2015 and to continue through June 30, 2017.

2.2 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held in the Thomas Jefferson Rooms 1-136A and B of the **Claiborne Building, 1201 N. Third Street, Baton Rouge**, beginning at 9:00 AM Central Time on the date specified in the Section 2.4 Calendar of Events. The purpose of the conference is for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal must have at least one duly authorized representative attend the pre-proposal conference. Attendance of proposers will be verified by the use of a sign-in sheet at the beginning of the pre-proposal conference. The conference will continue until all proposer questions have been answered.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has been given to an oral question. After the conference, questions and the official response will be posted to the [OIS RFP web site](#) and [LaPAC web site](#) in accordance with Section 2.3 Proposer Inquiries.

2.3 PROPOSER INQUIRIES

Written questions regarding the RFP must be submitted to the RFP Coordinator listed below.

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

Written inquiries must be received by the date and time specified in Section 2.4 Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State. Unauthorized contact regarding this RFP with employees or officials of the State of Louisiana other than the RFP Coordinator may result in disqualification from this procurement process.

Official responses to all questions submitted by potential proposers will be posted to the [OIS RFP web site](#) and [LaPAC web site](#) by the last date to issue a response to written inquiries specified in

the Calendar of Events. It is the responsibility of the proposer to check the web site for the official responses to proposer inquiries.

Only the state contract manager has the authority to respond to proposer's questions on behalf of the State. Communications from any other individual is not binding on the State.

This RFP is available in electronic form on the [OIS RFP web site](#).

2.4 CALENDAR OF EVENTS

1. Advertise RFP and mail public announcementsJuly 1, 2014
2. Pre-proposal Conference (mandatory attendance)July 14, 2014
3. Deadline for receipt of written questions (2:00 PM Central Time)July 21, 2014
4. Last date to respond to written questionsJuly 28, 2014
5. Deadline for receipt of proposals (2:00 PM Central Time)August 13, 2014
6. Invitation to finalists for oral interviews (tentative)August 20, 2014
7. Oral Interviews (tentative)August 27, 2014
8. Announce proposal selection and award contract (tentative) September 25, 2014
9. Initiate contract negotiation (tentative) September 26, 2014
10. Contract execution (tentative)January 1, 2015

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

2.5 DEFINITIONS

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.

CONTRACTOR: the proposer 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: The Division of Administration is the state agency charged with central management and administrative support of Louisiana state government. It is comprised of twenty-five sections which perform legislatively-mandated and other required functions of state government. In

addition, the DOA provides supervisory functions for management and budgets of all state departments.

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. 44:1-41, non-published financial data may be deemed confidential. In the event a proposer would like 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.

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.

LaGov HCM: The name of 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.

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; and
- 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.

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

May: Indicates information which the proposer is allowed to include but is not mandatory. The State recommends that proposers include as much information as is necessary to accurately reflect the depth of their services and implementation approach.

Must, will, shall: Indicates a mandatory requirement. Failure to meet these requirements will result in the elimination of a proposal from consideration.

OCS: The Office of Computing Services 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.

OTS: The Office of Technology Services 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.

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.

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

SAP: ERP application software implemented by the State.

Should: Indicates a requirement which is recommended but not mandatory. If recommended information is not included in the proposal the State will evaluate the proposal without the information, or at the state's discretion, request that the proposer provide the information.

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

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

3.0 PROPOSAL INFORMATION

3.1 MINIMUM QUALIFICATIONS OF PROPOSER

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

- The proposer must have a minimum of three years of experience in implementing and supporting the SAP application software.
- The proposer must have a minimum of three years of experience in implementing SAP Portal software using the NetWeaver platform.
- The proposer must have attended the pre-proposal conference.
- The proposer must submit a copy of company's latest financial statement.

3.2 DETERMINATION OF RESPONSIBILITY

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

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

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

3.2.1 RIGHT TO PROHIBIT AWARDS

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal,

consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP ADDENDA

The State reserves the right to change the Calendar of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted on the [OIS RFP web site](#) and [LaPAC web site](#). It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

3.5 PROPOSAL REJECTION AND RFP CANCELLATION

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

3.6 WITHDRAWAL OF PROPOSAL

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

3.7 SUBCONTRACTING INFORMATION

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

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

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

3.8 OWNERSHIP OF PROPOSAL

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

3.9 PROPRIETARY INFORMATION

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-41 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 COST OF PREPARING PROPOSALS

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

3.11 ERRORS AND OMISSIONS IN PROPOSALS

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

3.12 CONTRACT AWARD AND EXECUTION

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

The selected proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Appendix 2. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

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

The successful proposer will be required to furnish the State an electronic version of their proposal.

3.13 CODE OF ETHICS

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

3.14 BLACKOUT PERIOD

The Blackout Period is the period of time during the competitive procurement process (RFP) in which any state employee or any agent of the State is prohibited from communicating with prospective proposers or their representatives regarding the RFP. All communications to and from potential proposers and their representatives during the Blackout Period must be in accordance with the defined method of communication and with the designated contact person noted in Section 2.3. The Blackout Period will begin upon publication of the RFP and will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only and under no circumstances discuss the blacked-out procurement.

Any state agent who violates the Blackout Period may be liable to the State for damages, have any and all existing contracts with the State terminated for cause and/or be subject to debarment.

The failure of a proposer to comply with these requirements is cause for debarment under LAC 34:V.139 and may result in proposal disqualification or termination of the contract if improper contact comes to light after the award. Any costs associated with cancellation or termination will be the responsibility of the proposer.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to an RFP, submitted pursuant to LAC 34:V.145.A.8;
2. Duly noticed site visits and conferences for proposers;
3. Communication limited strictly to matters related to receipt of the proposal; and
4. Oral discussions, presentations, or formal clarifications of proposals during evaluation process.

3.15 VETERAN INITIATIVE AND HUDSON INITIATIVE

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship to participate in contracting and procurement with the state. An allowance of up to ten percent (10%) of the total evaluation points for non-cost criteria can be granted to a proposer who is either a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified

Veteran or Hudson Initiative small entrepreneurships as subcontractors in the performance of a contract with the state.

4.0 RESPONSE INSTRUCTIONS

4.1 PROPOSAL SUBMISSION

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before date and time specified in the Calendar of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. If mailed the proposal package must be delivered at the proposer's expense to the address specified in Section 2.3 Proposer Inquiries.

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**. It is solely the responsibility of each proposer to ensure that their proposal is delivered to the specified place prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests seven (7) copies of the proposal. 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 7**. A certified copy of a board resolution granting such authority should be submitted if the proposer is a corporation. This copy should be clearly marked or differentiated from the other 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.

4.2 COVER LETTER

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

5.0 PROPOSAL CONTENT AND FORMAT

This section describes the required proposal content and format.

5.1 EXECUTIVE SUMMARY

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

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Appendix 2 Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 CORPORATE BACKGROUND AND EXPERIENCE

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

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

The proposer should provide this information in the format defined in APPENDIX 3.

5.3 PROJECT STAFF

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

This information should include names of employers, dates of employment, technical experience, functional experience, education, training, and 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, telephone number, and email address) should be provided for the cited projects in the individual resumes.

The proposer should provide this information in the format defined in APPENDIX 4.

5.4 PROJECT APPROACH AND METHODOLOGY

This section should identify the approach to planning, project management, design and development methodology, installation of hardware/software components, testing, knowledge transfer, software change management and quality assurance, security, and risk assessment and mitigation. The proposer 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 proposer should provide this information in the format defined in APPENDIX 5.

5.5 COST PROPOSAL

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

The cost proposal must include an hourly rate for each of three levels of expertise within each functional area listed in Appendix 6. The Total Composite Labor Rate will be computed as the hourly rate multiplied by the State Evaluation Factor resulting in the Evaluated Price. The Evaluated Price column will be summed to provide the Total Composite Labor Rate. The Total Composite Labor Rate will be used for calculating the cost points per Section 6.3.4.

Any projected hardware or software costs should not be included in the proposal. The State will not accept cost proposals that require a minimum number of hours or require any minimum monthly or annual billing amounts. No pricing information should be included in other sections of the proposal.

The proposer must provide this information in the format defined in APPENDIX 6. Any proposal not in this format will be disqualified.

5.6 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 7.**

6.0 EVALUATION AND SELECTION

6.1 EVALUATION TEAM

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

6.2 ADMINISTRATIVE AND MANDATORY SCREENING

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

6.3 EVALUATION CRITERIA

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated according to the following criteria with a maximum of one hundred points awarded using consensus methodology.

6.3.1 PROPOSER QUALIFICATIONS

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

- Proposer'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;
- Proposer's experience with the design, implementation and maintenance of large installations of SAP R/3 ECC 6.0 version and SAP NetWeaver Portal;
- Proposer'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;
- Proposer's understanding of all LaGov hardware and software components;
- Proposer's understanding of government business practices, policies and procedures;
- Proposer's experience in building/maintaining R/3 interfaces;
- Stability of proposer's organization(s).

6.3.2 PROJECT STAFF

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.

6.3.3 PROJECT APPROACH AND METHODOLOGY

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

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

6.3.4 COST PROPOSAL

The maximum possible score for this criterion is **30 POINTS**. Cost proposals will be scored proportionally, based on variance from the lowest total cost proposed. The cost evaluation will be based on the prices submitted by the Proposer on the Cost Proposal Worksheet (Appendix 6). Proposer 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 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.

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

Cost points = (lowest total cost proposal/specific proposer's total cost proposal) x *point factor*

6.4 CLARIFICATION OF PROPOSALS

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

6.5 ORAL PRESENTATIONS

The State, at its sole discretion, may require all proposers, reasonably susceptible of being selected for the award, to provide an oral presentation of how it proposes to meet the State's project objectives. Proposers are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the proposal are binding and may be formally recorded in the contract. The State expects that the proposer's on-site project manager and other key personnel named in the proposal will take an active and leading role in these interviews.

After the oral presentations are completed, the evaluation team will re-score the proposals of those who were invited to make oral presentations, on the same basis as the preliminary scoring, taking into account information obtained from the proposer interviews and presentations.

6.6 ANNOUNCEMENT OF CONTRACTOR

The contract will be awarded to the proposer whose proposal accumulates the highest score. The State will notify the successful proposer of the intent to award and proceed to negotiate terms for final contract by the date listed in the Calendar of Events. Unsuccessful proposers will be notified in writing accordingly. The State will not offer debriefing sessions to unsuccessful proposers.

Documentation supporting the selection of the successful proposer will be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. The supporting documentation will include the proposals (except for information designated as confidential in accordance with R.S. 44.1 et seq.), the selection memorandum, the evaluation criteria, the score of each proposal, and a narrative justifying the selection. Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the Commissioner of Administration within 14 days after the award announcement.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 CONTRACTOR REQUIREMENTS

7.1 CORPORATION REQUIREMENTS

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

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

7.2 BILLING AND PAYMENT

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 proposed in the contractor's response to the RFP.

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

7.3 CONFIDENTIALITY

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Commissioner of Administration.

APPENDICES

APPENDIX 1 - SCOPE OF SERVICES

1.0 OVERVIEW

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 project manager'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. Since HCM has been live over 13 years, the state team is primarily self supporting and generally only requires limited ABAP assistance. If the State decided to implement new complex functionality in this area, consultants would be requested and sufficient lead time would be given to obtain the required resources.
2. Based on the expected volume of change requests, problem reports, enhancements, and the newly implemented agencies on LaGov on July 1, 2014, the State has estimated the level of support effort at approximately 7400 hours for FY 15 (from January 1, 2015 to June 30, 2015) and 17,000 hours each of the remaining two years of this contract.
 - At the time this RFP is being prepared, the state is considering several projects in the procurement area. Most of these are estimated to be approximately six (6) months in duration. Examples include: online bidding which is partially set up but not being used, enhance document builder, creation of new Business Objects procurement reports, new SUS functionality for vendors, and possibly replacing the state legacy contract system with SRM for the non-LaGov agencies. Depending on the state decisions as to which if any of these projects will be pursued, the estimated hours could increase by 1000-6000 for FY15 and 1000-9000 for subsequent years.
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 on-site Monday morning through Thursday afternoon.** Although, there is no mandatory daily start and end time for consultants, the majority of the total hours worked each week should be within the hours that some or all state staff are present (from 7:00 AM to 6:00 PM), as an important part of this project is knowledge transfer to the state staff.
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.

2.0 TASKS AND SERVICES

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. The state project manager will evaluate the request to determine the potential impact and if the state staff can accomplish the required changes. If contractor resources are needed, they will be assigned to work with the state team member. In cases where the request is for a major enhancement or is a new project, the contractor will be requested 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 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, OTS 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.

3.0 DELIVERABLES

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 may need implementation assistance. Major Enhancement and new project 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 but generally require contractor assistance. Examples of support and enhancement requests are as follows:

- A. Enhance the GM/FM modules to support Capital Outlay project tracking and reporting.
- B. Routine support as requested on complex problems or changes.
- 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. Assist with evaluating and if beneficial implementing new functionality available in ECC 6.0 EHP7 and SRM 7.0 EHP 3, which is currently scheduled to begin in August and scheduled to be completed by December 31, 2014 in the MOD environment. The initial implementation will be without or with limited activation of new functionality.
- 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 assigned request including level of effort and resource requirements.
- Analysis and Design – Analyze assigned requests for the changes required 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, customization, 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.

5.0 TECHNICAL REQUIREMENTS

5.1 DIVISION OF ADMINISTRATION TECHNICAL ENVIRONMENT

The Division of Administration has standardized its PC environment with Microsoft Windows 7, Microsoft Office 2007 and an Ethernet local area network. The State will provide and maintain PCs as well as any other software or hardware required to function as part of the State network (including network connection capability, office software, project management software, etc.). The 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.

5.2 LaGOV ERP TECHNICAL ENVIRONMENT

The LaGov system currently utilizes the following SAP software versions. As noted above, the current schedule is to upgrade in the fall.

- EHP5 for SAP ERP 6.0/NW7.02 (ECC) - This includes Travel, LSO, HCM, FI, etc.
- EHP1 for SAP NETWEAVER Portal 7.3 (ECC Portal)
- EHP1 for SAP SRM 7.0 / NW7.02
- EHP1 for SAP NETWEAVER BW 7.0
- EHP1 for SAP NETWEAVER PORTAL 7.0 – Includes Portals for BW, SRM, SSO, and SUS
- SAP NETWEAVER MDM 7.1
- SAP NETWEAVER MOBILE 7.0
- SAP NETWEAVER PI 7.1
- SAP SOLUTION MANAGER 7.1
- SAP XMAM 3.0
- SAP GUI FOR WINDOWS 7.20 and 7.30
- Business Objects Enterprise XI 3.1 SP6
- Crystal Reports 2008 SP6
- SAP Integration Kit for BOE XI 3.1 SP6
- Client Tools for BOE XI 3.1 SP6
- Lifecycle Manager XI 3.1 SP6
- BI Widgets XI 3.1 SP6
- Xcelsius 2008 SP6
- Live Office 3.1 SP6

SAP Software Platform (Application/Database Server)

Currently, all state SAP applications run on AIX application servers and DB2 on z/OS as the database and database server. The AIX operating system is version 7.1 TL1 and the z/OS operating system is at 1.12.

Some third party applications such as BSI TaxFactory and the on-line documentation system are currently run on Windows Server 2007 using a Microsoft SQL Server 2012 database.

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

User Load Estimates

- ECC User Counts:
 - Total number of ECC SAP GUI Users is 7,000.
 - Total number of state ECC Portal Users (including CATS, ESS, MSS, LSO, Travel, etc.) is 21,000.
 - Total number of non-paid state ECC Portal Users (including ESS) is 21,000.
 - Total number of external (not state employees) ECC Portal users is 17,000.
- ECC Maximum and Average User Loads:
 - The maximum concurrent ECC SAP GUI user load does not exceed 1100 users and the maximum concurrent ECC Portal user load does not exceed 2500 users.
 - The average concurrent ECC SAP GUI user load is 700 users and the average concurrent ECC Portal user load is 600 users.
 - The maximum concurrent ECC user load (SAP GUI and Portal) does not exceed 3600 users and the average concurrent ECC user load (SAP GUI and Portal) is 850 users.
- Total number of SRM users is 650. The maximum concurrent user load for SRM does not exceed 100 users including ABAP and Portal users.
- Total number of SUS users is 16,000. The maximum concurrent user load for SUS does not exceed 100 users.
- Total number of BI users is 3300. The maximum concurrent user load for BI does not exceed 100 users including ABAP and Portal users.
- Total number of LaGov BO users is 1600.
- Total number of MDM users is 100.
- Total number of SAP Mobile (MI) users is 100.
- Total number of SAP Solution Manager users is 100.

Instance and Client Strategy

The State uses a 3 tier supported landscape for implementation of the project and ongoing production support. The Sandbox systems (copy of Development systems) and the Model systems (copy of Production systems) are used to test upgrades/Support Packages, OS changes, and database release level changes on the SAP environments, without impacting the Development, Quality Assurance, and Production systems.

SAP GUI Deployment

The State utilizes a decentralized statewide deployment of the SAP GUI running on a Stunnel encryption layer. An upgraded version of the SAP GUI and the Stunnel Application are deployed statewide every two years.

6.0 PROJECT REQUIREMENTS

The State and the contractor will identify, establish, and document the basic standards and procedures for this contract work. 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 issue management, risk management, change management and knowledge transfer. The State has been utilizing SAP Solution Manager for LaGov documentation and work tracking.

Project Management

The contractor must utilize a formal application design methodology that will be followed throughout the contract period for assigned enhancements and/or projects. The contractor's project manager should be fully trained and have working knowledge of the proposed methodology. The contractor's project manager shall be responsible for project management activities for the assigned enhancements/projects which will occur throughout the contract period. Based on the state estimates of the number of enhancements and projects that will be assigned to the contractor to manage, the project manager should also be a working consultant with expertise in one or more modules who can be assigned to work with state staff to resolve system problem reports and/or assist with change requests. This includes but is not limited to the following:

1. Responsible for the development of project work plans, schedules and 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. Monitor progress against project work plans, schedules, and budgets;
6. Assist in assigned design, conversion and implementation tasks;
7. Review key deliverables prepared by contractor staff prior to submission to state project manager;
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.

The contractor's project manager shall be responsible for knowledge transfer and training throughout the project by having the state staff and contractor project team members working continuously side-by-side.

Project Work Plan

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 develop and maintain an up to date work plan 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.

Project Status Reports

The contractor shall submit project status reports to the State on a periodic basis as agreed to with the state project manager. Each status report shall describe tasks completed during the time period by the project team, tasks in-progress, tasks delayed, reasons for delay, problems encountered with a plan for resolving them, and identify issues requiring management attention, particularly those which may affect the scope of services, the project budget, or deliverables. This report will be delivered to the state project manager by close of business within three business days after the end of the period covered.

Time Sheets

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. 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.

Issue Control

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 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.

7.0 PROJECT ORGANIZATION

7.1 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.

7.2 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 project manager has extensive experience in the successful implementation of large-scale complex projects. The project manager also possesses 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 51 functional and technical employees. A breakdown is as follows:

- Financial support staff - 9 functional analysts, 3 technical analysts
- Logistics support staff - 7 functional analysts, 5 technical analysts
- HCM Support Staff - 8 functional analysts, 4 technical analysts
- BI/BO Support Staff - 2 functional analysts, 5 technical analysts
- Basis/Technical Infrastructure Staff - 4 technical analysts
- Enterprise Readiness - 5 functional analysts, 1 technical analyst, 3 security analysts

Access to these personnel for implementing changes is based on 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 state project manager.

NOTE: If proposer requires additional state resources, it must be clearly identified in the proposal.

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.

The State will provide workstations and software licenses necessary to function as part of the state network. In accordance with the Office of Technology Services Policy IT POL 1-12, computer systems connected to state networks are prohibited from being simultaneously connected to any other network outside of the State's control and beyond the scope of normal business via a modem, another network interface (including wireless connections and connections to DSL or Cable modems) or Virtual Private Network (VPN) connection.

Some of the contractor's work may be performed off-site if preferred and 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 OTS). "Off-site" shall refer to office space in other than state-owned/leased buildings. While the use of off-site workers is not discouraged in the completion of this contract, 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.

8.0 OTHER INFORMATION

8.1 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 proposer should include an in-depth description of its own quality assurance program and methods in the proposal.

8.2 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.

8.3 SUPPORTING DOCUMENTATION

On-line documentation for the ISIS and LaGov systems is available for review on the website <http://www.doa.louisiana.gov/ois>.

APPENDIX 2 – SAMPLE CONTRACT

STATE OF LOUISIANA
CONSULTING SERVICES AGREEMENT
BETWEEN
STATE OF LOUISIANA
AND
CONTRACTOR NAME

(An asterisk (*) indicates some of the contract provisions that are **not** negotiable.)

On this ____ day of _____, 20__, 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

CONTRACTOR hereby agrees to furnish services to STATE as specified in Section 3.0.

1.1 CONCISE DESCRIPTION OF SERVICES

(To be determined during contract negotiations.)

1.2 COMPLETE DESCRIPTION OF SERVICES

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

- Attachment I - Statement of Work
- Attachment II - Hardware/Software Environment
- Attachment III - State Furnished Resources
- Attachment V - Rate Schedule

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____ and shall end on _____. The STATE has the right to extend the term of this Contract for up to a total of three years with the concurrence of the CONTRACTOR.

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 as referenced in Attachment II - Hardware/Software Environment.

D. Software Performance

Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the CONTRACTOR as stated in Attachment I - Statement of Work or as stated in the RFP.

E. Original Development

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

F. No Surreptitious Code Warranty

CONTRACTOR warrants that software provided hereunder will be free from any "Self-Help Code" and "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. "Unauthorized Code" does not include "Self-Help Code".

2.3 STAFF INSURANCE

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

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 on the STATE's premises, and externally for materials belonging to the STATE or to the project. CONTRACTOR is responsible for reporting any breach of security to the STATE promptly.

2.6 TAXES *

CONTRACTOR is responsible for payment of all applicable taxes from the funds to be received under this Contract. CONTRACTOR's federal tax identification number is (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 procedural requirements as are applicable to the STATE. CONTRACTOR shall not be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the CONTRACTOR's possession, is independently developed by the CONTRACTOR outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

3.2 CONFIGURATION REQUIREMENTS

The software system being installed (*or supported*) shall be designed and configured by the CONTRACTOR to operate within the STATE's hardware, software, and networking environments as specified in Attachment II – Hardware/Software Environment.

3.3 PROJECT REQUIREMENTS

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

A. Project Management

CONTRACTOR will use best management practices for all tasks and activities necessary to complete the Statement of Work.

B. Project Work Plan

CONTRACTOR shall develop and maintain an up to date work plan 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. 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.

C. Project Status Reports

CONTRACTOR shall submit project status reports to the STATE on a periodic basis as agreed to with the state project manager. Each status report shall describe tasks completed during the time period by the project team, tasks in-progress, tasks delayed, reasons for delay, problems encountered with a plan for resolving them, and identify issues requiring management attention, particularly those which may affect the scope of services, the project budget, or deliverables. This report will be delivered to the state project manager by close of business within three business days after the end of the period covered.

D. Time Sheets

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 this Contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by work plan task.

E. Issue Control

CONTRACTOR will develop and implement with STATE approval, procedures and forms to monitor the identification and resolution of key project issues and problems. The CONTRACTOR will routinely monitor progress against key project milestones.

3.4 QUALITY ASSURANCE REVIEWS

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

3.5 CONTRACTOR RESOURCES

CONTRACTOR agrees to provide the following contract-related resources:

A. Project Manager

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

B. Key Personnel

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

C. Personnel Changes

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

3.6 STATE PROJECT MANAGER

STATE shall appoint a project manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the CONTRACTOR's responsibility for management of assigned projects during the performance of this Contract, the assigned state 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.

3.7 STATE FURNISHED RESOURCES

STATE will make available to the CONTRACTOR for use in fulfillment of this Contract those resources described in Attachment III – State Furnished Resources.

3.8 STATE STANDARDS AND GUIDELINES

CONTRACTOR shall comply with STATE standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of STATE resources in Attachment II – Hardware/Software Environment.

3.9 ELECTRONICALLY FORMATTED INFORMATION

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

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 manager will use best efforts to review the deliverable within five (5) business days after the deliverable is presented to the state project manager, but in no event later than ten (10) business days after the deliverable is presented to the state project

manager. Within the applicable period, the state project manager 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 manager 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 hourly billing rates are provided in Attachment V – Billing Rates, which is made a part of this Contract. The hourly rate shall include labor, per diem, travel, overhead, account management, and any other costs related to providing the service. Travel time is not reimbursable.

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 state contract manager.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

The 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 CONTRACTOR written notice specifying 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 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:

State Contract Manager
Office of Technology Services
1201 North Third Street, Suite 2-190
Claiborne Building
Baton Rouge, Louisiana 70802

(CONTRACTOR's Name and Address)

7.0 REMEDIES FOR DEFAULT *

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

8.0 AVAILABILITY OF FUNDS *

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

9.0 OWNERSHIP OF PRODUCT

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

10.0 NONASSIGNABILITY *

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

11.0 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.

12.0 RIGHT TO AUDIT *

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

13.0 RECORD RETENTION

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

14.0 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.

15.0 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.

16.0 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.

17.0 HEADINGS

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

18.0 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.

19.0 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.

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

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION

(CONTRACTOR NAME)

By: _____

By: _____

(Name)

(Title)

Date: _____

Date: _____

ATTACHMENT I - STATEMENT OF WORK**1.0 OVERVIEW**

(To be determined during contract negotiations.)

2.0 TASKS AND SERVICES

(To be determined during contract negotiations.)

3.0 DELIVERABLES

CONTRACTOR agrees to provide the following deliverables within the time frames specified herein:
(To be determined during contract negotiations.)

4.0 SCHEDULE REQUIREMENTS

(To be determined during contract negotiations.)

5.0 PERFORMANCE MEASURES AND MONITORING PLAN

The state project manager will measure performance of the Contract. 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. CONTRACTOR provides skilled, professional staff to perform *(service or task)*.
2. CONTRACTOR adequately tests system components to ensure that STATE requirements have been met and components are error free.
3. CONTRACTOR implements a functioning system which meets the STATE's specified requirements.

The OIS Director will monitor the services provided by the CONTRACTOR and the expenditure of funds under this Contract. The OTS 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 CONTRACTOR will be monitored by:

1. Completion of system components according to schedule.
2. Review of completed system components to ensure that all requirements were met.

3. Verification that CONTRACTOR is directing OTS staff, in testing system components developed by the CONTRACTOR to ensure components are error free when requested.
4. Verification of monthly CONTRACTOR invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

ATTACHMENT II – HARDWARE/SOFTWARE ENVIRONMENT

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

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

The STATE uses z/OS, AIX, and Windows Server 2003/2008 environments with DB2 and SQL Server databases for the implementation of statewide and departmental business systems.

The Division of Administration has standardized its PC environment with Microsoft Windows 7 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.

2.0 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.

3.0 STANDARDS AND GUIDELINES

The contractor will comply with the Division of Administration network and security standards. In accordance with the Office of Technology Services Policy IT POL 1-12, computer systems connected to STATE networks are prohibited from being simultaneously connected to any other network outside of the STATE's control and beyond the scope of normal business via a modem, another network interface (including wireless connections and connections to DSL or Cable modems) or Virtual Private Network (VPN) connection.

ATTACHMENT III – STATE FURNISHED RESOURCES

The STATE will make the resources described below available to the CONTRACTOR for the CONTRACTOR's use in fulfillment of this contract. Any STATE resources furnished to the CONTRACTOR shall be used only for the performance of this contract.

A. Project Manager

The STATE shall appoint a project manager as described in Article 3.6 who will be the principal point of contact for this Contract on behalf of the STATE.

B. Technical Staff

STATE will provide ____ (#) technical employees. The level of effort required and time frames will be determined and documented based upon the work plan. STATE resources are to be loaded at no more than 85% of normal work hours. Reasonable access to other technical specialists on a limited basis will be coordinated through the state project manager.

C. Functional Staff

STATE will provide ____ (#) functional employees. The level of effort required and time frames will be determined and documented based upon the work plan. STATE resources are to be loaded at no more than 85% of normal work hours. Reasonable access to other technical specialists on a limited basis will be coordinated through the state project manager.

D. Office Facilities

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

The STATE will provide workstations and software licenses necessary to function as part of the STATE network. In accordance with the Office of Technology Services Policy IT POL 1-12, computer systems connected to STATE networks are prohibited from being simultaneously connected to any other network outside of the STATE's control and beyond the scope of normal business via a modem, another network interface (including wireless connections and connections to DSL or Cable modems) or Virtual Private Network (VPN) connection.

E. 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.

ATTACHMENT IV - 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 Coverages

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

5.0 ACCEPTABILITY OF INSURERS

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

6.0 VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency

before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

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

ATTACHMENT V – BILLING RATES

(Billing rates will be determined during contract negotiations. An example follows.)

Levels of expertise are defined as follows:

Level 1	=	Consultant with 3 –5 years of relevant experience
Level 2	=	Senior consultant with 5 –7 years of relevant experience
Level 3	=	Expert consultant with more than 7 years of relevant experience

Hourly billing rates are defined for each Role and Level of expertise:

Functional Areas/Roles	Hourly Rates
1. Functional Area 1	
Level 1	
Level 2	
Level 3	
2. Functional Area 2	
Level 1	
Level 2	
Level 3	
3. Functional Area 3	
Level 1	
Level 2	
Level 3	

APPENDIX 3 – CORPORATE BACKGROUND AND EXPERIENCE FORMAT

COMPANY DESCRIPTION

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

RELEVANT EXPERIENCE

Project 1

Application type: *(Identify application)*

Application software: *(Identify software and version)*

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

Prime contractor or subcontractor: *(Specify)*

If subcontractor, indicate % of total project:

Customer name:

Project Size: *(Specify the number and size of source systems; number of end-users, etc.)*

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 project, each company, prime and subcontractors, and their roles in the project must be provided.)*

Relevance: *(Briefly define the relevance of this project to the RFP e.g. similar in size, scope, complexity, significant design challenges and/or implementation effort, etc.)*

Technical Environment: *(Database, operating system, etc.)*

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

On-Going Support: *(This section will be used for informational purposes only and will not be evaluated. Indicate the number of months that 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.)*

Project 2, 3, etc.

NOTE: A COPY OF THE MOST RECENT FINANCIAL STATEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

APPENDIX 4 – PROJECT STAFF FORMAT

Name and Title:

Current Employer:

Role on this project: *(For example Project Manager, Lead Developer, etc.)*

Availability: *(Hours per week or hours per month. Specify on-site or off-site hours.)*

Duration of Involvement: *(Indicate the project phases and the estimated dates that the person will be on-site.)*

Customer references: *(Name, title, company name, address, telephone number, and email address)*

RELEVANT EXPERIENCE

Project 1:

Application type: *(Identify application)*

Application Software: *(Identify software and version)*

Customer Type: *(Specify city, county, state, university, federal, corporation, etc.)*

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

Project 1:

Application type: *(Identify application)*

Application Software: *(Identify software and version)*

Customer Type: *(Specify city, county, state, university, federal, corporation, etc.)*

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:

APPENDIX 5 – PROJECT APPROACH AND METHODOLOGY FORMAT

NATURE OF PROJECT

Describe your understanding of this project.

PROJECT MANAGEMENT

Describe the 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 state team; define the approach for system documentation.

TEAM ORGANIZATION

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

KNOWLEDGE TRANSFER

Define the strategy for knowledge transfer and prepare the State to support the system independently.

QUALITY ASSURANCE

Describe the quality assurance program, process, and methods employed by your 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 proposer's past experience and the information provided in the RFP, provide an estimate for the level of effort (in total contractor hours) required for successful completion of the project. The estimated level of effort should not include possible projects noted on page 23.

WORK PLAN

Provide a high-level work plan for the project. This work plan should include the major project tasks to be performed, work estimates for each task, deliverables, and level of effort for state and contractor personnel. The work plan should not include possible projects noted on page 23.

OTHER

Provide any other information which you feel is relevant that was not specifically required in Section 5.4 Approach and Methodology. Provide any information which you feel is relevant to your ability to bring additional consultants on-site if necessary, should the state pursue one or more of the possible projects noted on page 23.

APPENDIX 6 – COST PROPOSAL FORMAT

The proposer must provide hourly rates for consultants with no less than 3-5 years of experience, working on-site, and for the functional areas and levels listed on the Cost Proposal 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. The proposer 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. Additional functional areas or levels of expertise cannot be proposed. Definitions for the 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

The Total Composite Labor Rate will be used for calculating the cost points per section 6.3.4. The task order process will identify the need for expertise in the functional area on a task order basis as outlined in Appendix 1 Scope of Services.

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. GL/FM/CO/CM/AP/AR					
Level 1			1		
Level 2			2		
Level 3			3		
7. AA/RE/PS/GM					
Level 1			1		
Level 2			2		
Level 3			4		
8. SRM					
Level 1			1		
Level 2			2		
Level 3			4		
9. Wm/IM/PM/Mobile					
Level 1			1		
Level 2			2		
Level 3			2		
10. BW/BO					
Level 1			1		
Level 2			2		
Level 3			4		

11. BASIS			
Level 1		1	
Level 2		2	
Level 3		4	
12. ABAP Technical Lead			
Level 1		1	
Level 2		2	
Level 3		4	
13. Enterprise Portal			
Level 1		1	
Level 2		3	
Level 3		2	
TOTAL COMPOSITE LABOR RATE			

* The Total Composite Labor Rate will be used for calculating the cost points per Section 6.3.4.

APPENDIX 7 – CERIFICATION STATEMENT

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

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

Date: _____ Official Contact Name: _____

A. Phone Number with area code: (____) _____

B. E-mail Address: _____

C. Facsimile Number with area code: (____) _____

D. US Mail Address: _____

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

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

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