



# **STATE OF LOUISIANA**

**DIVISION OF ADMINISTRATION  
Office of Information Technology**

## **REQUEST FOR PROPOSALS**

**For:**

**Information Technology Planning and  
Management Support Services**

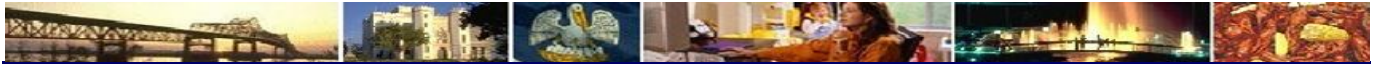
**RFP#: 107-28062013001**

**June 28, 2013**



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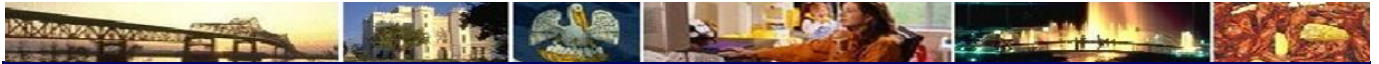
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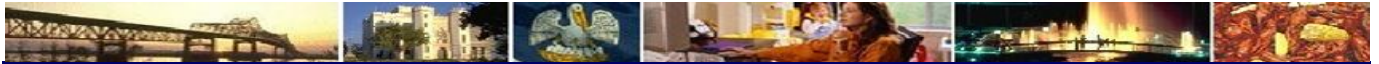
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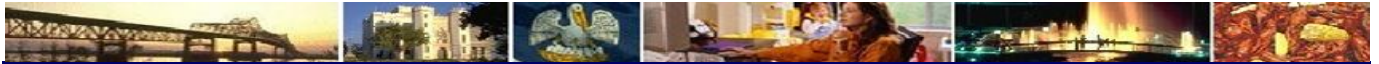
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## **SECTION 1 – GENERAL AND ADMINISTRATIVE INFORMATION**

### **1.1 PURPOSE**

This Request for Proposals (RFP) is issued on behalf of the State of Louisiana (hereinafter referred to as the State) by the Division of Administration, Office Information Technology (OIT) for the purpose of soliciting proposals from organizations capable of providing consulting and management support services for strategic enterprise information technology policy, planning, and transformation initiatives. The State seeks prospective proposers to offer comprehensive services that (1) are based on an understanding of requirements for the provision of IT services in the public sector, (2) are based on fundamentally sound methodology and approach for architecting and planning a consolidated statewide IT service delivery model and organization, (3) are based on demonstrated experience with public sector IT transformation initiatives, (4) provide experienced staff to augment state resources in the areas of project/program/portfolio management, change management, procurement, and financial analysis, and (5) achieve significant cost savings in as timely a manner as possible.

### **1.2 BACKGROUND**

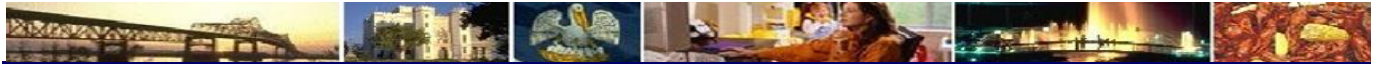
The State of Louisiana currently utilizes a federated model for the provision of IT services within each of its twenty executive branch departments with the State Chief Information Officer (CIO) and the Division of Administration providing general oversight and strategic guidance. Under direction of the CIO, the Office of Information Technology deploys and supports enterprise shared services such as statewide ERP solutions, statewide email services, consolidated data center facilities, and enhanced network services. Provision of shared services may be supported by direct customer charge back, statewide cost allocation, or internally funded through the Division of Administration. IT services within each state department are currently funded through the respective department's operating budget. Many departments utilize a mix of funding sources to support IT operations including state general fund, federal funds, statutory dedications, and self-generated funds. IT support services may be provided via internal state staff, contractors, or a mix of both. Each department maintains its own respective enterprise architecture, configuration management database, and application portfolio.

The Division of Administration recognizes that the existing model for provision of IT services results in duplication and inefficient utilization of resources, fragmentation of the State's technical architecture, ineffective portfolio management and strategic investment, and limits the State's ability to leverage economies of scale. The State CIO seeks to create a new consolidated model for delivery of IT services to correct these deficiencies, improve the level of service provided by the IT organization, increase the return on investment from technology, and position the OIT as a valued partner in delivering innovative, effective, and reliable solutions to support and enhance the programmatic functions within Executive Branch Departments.

### **1.3 SCOPE OF SERVICES**

The period of any contract resulting from this RFP is scheduled to begin on or about June 1, 2013 and to continue for a period of three (3) years.

The scope of services required in response to this RFP include consulting services and staff augmentation service as described in *Section 1.1 Purpose*. A complete description of the scope of services may be found in *Attachment A: Scope of Services*.



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### 1.4 PROPOSER INQUIRIES

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

**Neal Underwood**  
**Office of Information Technology**  
**Division of Administration**  
**P.O. Box 94095**  
**Baton Rouge, LA 70804-9095**  
**CIO@la.gov**  
**(225)342-7105**  
**FAX: (225) 219-4994**

Hand deliver or Courier to:

**Office of Information Technology**  
**Division of Administration**  
**1201 N. Third St., Suite 2-130**  
**Baton Rouge, LA 70802**  
**Attn: Neal Underwood**

This RFP is available in electronic form at the Office of State Purchasing's LaPAC website <http://www.doa.louisiana.gov/osp/lapac>, or by submitting a written request to the RFP Coordinator.

### 1.5 PROPOSAL DEFINITIONS

Throughout this RFP the following terms shall be used to designate mandatory and non-mandatory requirements:

**MAY, SHOULD, CAN, OPTIONALLY:** Denotes desirable, non-mandatory language.

**MUST, WILL, SHALL:** Denotes mandatory language; a requirement that must be met without alteration.

**“Contract”** shall mean the RFP, the Response, Contract document, all schedules and exhibits, all statements of work and all amendments awarded pursuant to this RFP.

**“Consultant”** shall refer to the successful Vendor, who will serve as an advisor to the Division of Administration.

**“Proposer”** shall mean a company, organization or entity submitting a response to this RFP.

**“Response”** shall mean the written proposal submitted by Vendor to the State in accordance with this RFP. The Response shall include all written material submitted by Vendor as of the date set forth in the RFP schedule or as further requested by the State.

**“RFP”** shall mean Request for Proposal.

**“The State”** shall mean the State of Louisiana.





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### 1.6 CALENDAR OF EVENTS

Calendar of Events			
	Activity	Date	Central Time <sup>1</sup>
1.	RFP Available for Download and Electronic Distribution	June 28, 2013	
2.	Deadline for Submission of Inquiries	July 12, 2013	2:00pm
3.	Deadline for State to Respond to Inquiries	July 19, 2013	
	<b>Note: It is anticipated that inquiries will be addressed and posted for viewing in an amendment in the same method as the RFP was published.</b>		
4.	Proposal Submission Deadline	July 31, 2013	3:00pm
5.	Oral Interviews	August 14, 2013	
6.	Announcement of Intent to Award	August 16, 2013	
7.	Contract Begin Date	August 30, 2013	

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

### 1.7 PROPOSAL SUBMISSION

The fully completed proposal must be delivered at the Proposer's expense and received by the RFP Coordinator designated in Section 1.4 PROPOSER INQUIRIES on or before the date and time specified in Section 1.6 CALENDAR OF EVENTS.

Following are the addresses to be used for mail delivery and in person or courier options:

For mail delivery:

**Neal Underwood  
 Office of Information Technology  
 Division of Administration  
 P.O. Box 94095  
 Baton Rouge, LA 70804-9095**

Hand deliver or Courier to:

**Office of Information Technology  
 Division of Administration  
 1201 N. Third St., Suite 2-130  
 Baton Rouge, LA 70802  
 Attn: Neal Underwood**

**Notice to Proposers:** Failure to meet the proposal submission deadline shall result in rejection of the proposal. Proposers should also allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. Fax or e-mail submissions are not acceptable.



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The Proposers should provide the following copies of their proposals:

Proposal Type	Hard-Copy (Paper) Document	Original Signature	CD
<b>Technical Proposal</b>	<b>8</b>	<b>1</b>	<b>8</b>
<b>Cost Proposal</b>	<b>2</b>	<b>1</b>	<b>1</b>

The technical proposal should be boxed and labeled separately from the cost proposal indicating the following:

Proposal Name: Request for Proposals for Information Technology Planning and Management Support Services

RFP No. 107-28062013001

Proposal Submission Date: July 31, 2013, 3:00 PM Central Standard Time

Proposer's Name

The inscription, "Technical Proposal".

Cost proposals should be similarly labeled, but with the inscription, "Cost Proposal".

The requested CDs should be placed in the cover of the original copies of the related technical and cost proposals. The CDs should include the proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents. Cost schedules should also be provided in Microsoft Excel format, and project plans should be provided in Microsoft Project format.

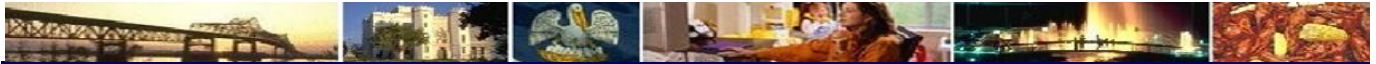
Additionally, one hard copy and one electronic copy of a fully redacted (in accordance with the guidelines provided in Section 1.10 PROPOSER CONFIDENTIAL / PROPRIETARY INFORMATION and TRADE SECRETS) technical proposal should be submitted.

### **1.8 LEGIBILITY / CLARITY**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.9 CONFIDENTIALITY OF STATE DATA AND INFORMATION**

All information relating to the State's operations which is 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.



## State of Louisiana

### **1.10 PROPOSER CONFIDENTIAL/PROPRIETARY INFORMATION AND TRADE SECRETS**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

### **1.11 ERRORS AND OMISSIONS IN PROPOSAL**

The State shall not be liable for any errors in proposals. The Proposer will not be allowed to alter proposal documents after the deadline for submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent 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. Such information and/or documentation shall be incorporated into and considered a part of the proposal.

### **1.12 STATE RFP CHANGES, ADDENDA, WITHDRAWALS, RE-ISSUANCE**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

In the event that it becomes necessary to revise any part of this RFP, an addendum, supplement or amendment to this RFP shall be made available to all prospective Proposers in electronic form and will be posted on the Office of State Purchasing’s LaPAC website at <http://www.doa.louisiana.gov/osp/lapac>.



## **State of Louisiana**

### **1.13 PROPOSAL WITHDRAWALS**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal submission deadline. To accomplish this, a written request signed by the authorized representative of the Proposer shall be submitted to the RFP Coordinator.

### **1.14 BASIS OF PROPOSALS**

Proposals should be based only on the material contained in or referenced by this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.15 WAIVER OF ADMINISTRATIVE INFORMALITIES**

The State reserves the right, at its sole discretion, to waive administrative informalities and irregularities contained in any proposal if deemed in the best interest of the State to do so.

### **1.16 REJECTION OF PROPOSALS**

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

### **1.17 OWNERSHIP OF PROPOSAL**

All materials (paper content and CDs) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted are to be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.18 COST OF PROPOSAL PREPARATION AND PARTICIPATION**

The State is not liable for any costs incurred by prospective Proposers or subcontractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal 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.

### **1.19 MANDATORY CONTRACT CLAUSES**

The State requires that specific non-negotiable clauses be made a part of all services contracts, including but not limited to: scope of services, payment terms, taxes, assignment of contract, audit of records, EEOC, Federal and ADA compliance, record retention, order of precedence, entire agreement, governing law, claims or controversies, and termination based on contingency of appropriation of funds. These clauses may be found in ATTACHMENT C: SAMPLE CONTRACT.

### **1.20 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.



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### **1.21 PROPOSAL VALIDITY**

The proposal will be valid for at least 90 days from the date of submission.

### **1.22 PROPOSER RESPONSIBILITIES**

The State requires a single Contractor as the result of any contract negotiation, and that Contractor is responsible for all deliverables referenced in the RFP and proposal as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor's proposal. The selected Contractor is required to assume responsibility for all products and services offered in the proposal, whether or not provided by the Contractor. The State shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP which involves subcontract(s) with others, whether Product Manufacturers or Service Providers, on the condition that the Proposer acknowledges total responsibility, as the Proposer, for the entire Contract. Proposer certification of responsibility and ownership should be addressed in the Certification Statement that should be placed in each copy of the proposal as addressed in ATTACHMENT B: CERTIFICATION STATEMENT.

### **1.23 PROPOSER SUBCONTRACTORS**

If a Proposer chooses to use subcontractors, the State urges the Proposer to use Louisiana subcontractors, including those participating in the Veteran and Hudson initiatives, as further described in Section 2.2.2.6: VETERAN AND HUDSON INITIATIVE.

If a Proposer intends to subcontract portions of the products or services, the proposal should include specific designations of the tasks to be performed or deliverables to be produced by the subcontractor. The subcontractor shall be required to produce firm and staff qualifications to demonstrate their ability to provide the product or service; this should be defined in other sections of the proposal. Copies of any agreements planned to be executed between the Proposer and subcontractor(s) should be included in the proposal.

Except as provided for in the Contract with the State, the Proposer should not subcontract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

### **1.24 ADVERTISING AND PRESS RELEASES**

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration. Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

### **1.25 EVALUATION AND SELECTION**

To evaluate all proposals, an Evaluation Committee whose members have expertise in various areas has been selected. This committee will review all proposals submitted and make recommendations for award.

Written recommendation for award will be made by the Evaluation Committee to the State Chief Information Officer for the Proposer whose proposal, conforming to the RFP, is the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.



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### **1.26 CONTRACT NEGOTIATIONS**

If for any reason the Proposer whose proposal is most advantageous to the State of Louisiana does not agree to a contract within 15 days of negotiation, that proposal may be rejected and the State may negotiate with the Proposer submitting the proposal deemed next most advantageous to the State.

### **1.27 CONTRACT AWARD AND EXECUTION**

An award will be made to the Proposer with the highest points, whose proposal, conforming to the RFP, is the most advantageous to the State, price and other factors considered. The State intends to award to a single Contractor.

The RFP, including any addenda, Proposer proposal, Proposer capability evaluations, written responses to inquiries, and other documentation from the selected Proposer, which describes the solution, commitment, capabilities, and intent of the Proposer, shall become part of any Contract initiated by the State.

In no event should a Proposer submit its own standard contract terms and conditions as a response to this RFP. Proposers will be expected to accept the mandatory terms and conditions contained in the sample contract included in ATTACHMENT C: SAMPLE CONTRACT.

### **1.28 NOTICE OF INTENT TO AWARD**

Upon review and approval of the Evaluation Committee's recommendation for award, the Division of Administration will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract is expected to be completed and signed by all parties concerned on or before the date indicated in Section 1.6 CALENDAR OF EVENTS.

The Division of Administration will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with L.A.C. 34V Section 145, to the Commissioner of Administration, within fourteen days of the award/intent to award.

### **1.29 DEBRIEFINGS**

Optional debriefings will be conducted with participating Proposers after the "Notice of Intent to Award" letter has been issued. To schedule an appointment, the Proposer should contact the RFP Coordinator.

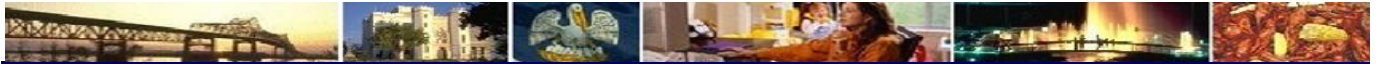
### **1.30 INSURANCE REQUIREMENTS FOR CONTRACTORS**

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 Contractor's bid.

#### **1.30.1 MINIMUM SCOPE OF INSURANCE**

Minimum scope of insurance shall be in accordance with ATTACHMENT E: MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS.





## ***State of Louisiana***

### **1.31 CODE OF ETHICS**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code (L.R.S. 42:1101-1170), rules, regulation and advisory opinions, during any part of RFP and contracting process. Failure to do so can result in disqualification and/or termination of any contract awarded from this process.

### **1.32 DISQUALIFICATION**

The State reserves the right to verify all information provided by a Proposer via direct contact with the Proposer's prior clients and prior project personnel, and Proposers shall agree to provide and release necessary authorizations for the State to verify any of the Proposer's previous work. As described elsewhere in this RFP, each Proposer should submit a detailed resume for all key personnel. Misstatements of experience and scope of prior projects should be grounds for disqualification of the Proposer from further consideration.

### **1.33 FACILITIES AND EQUIPMENT**

Each contractor will be provided office space, telephone, limited office supplies, and a personal computer with the standard DOA desktop software inclusive of Microsoft Office desktop applications. All other equipment, software, or supplies necessary to fulfill the requirements of this RFP shall be the responsibility of the contractor.

## SECTION 2 – EVALUATION AND SELECTION PROCESS

### 2.1 EVALUATION PROCESS OVERVIEW

The State shall conduct a comprehensive, fair, and impartial evaluation of all proposals received. The State may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies.

The State has established an Evaluation Committee to review, evaluate, and verify information submitted by the Proposer. This section describes the evaluation methodology and criteria to be used to evaluate each proposal submitted. It is the State's intent to select the proposal that is most advantageous to the State now and in the future.

The State reserves the right to seek clarification from Proposers where deemed appropriate to understand the intent of certain points in one or more proposals. Any such clarification request and response will be provided in writing and maintained as part of the documentation for the respective proposal. Proposers must respond to requests for clarification within two (2) working days of request. Failure to do so may affect the Proposer's score or result in rejection of their proposal.

The Evaluation Process will utilize a three (3) phase process as follows:

- Administrative Compliance/Mandatory Requirements Review (Pass/Fail)
- Detailed Evaluation of Technical Proposals
- Cost Analysis

**Note: A minimum score of 150 points for a Technical Proposal must be obtained for a proposal to be considered acceptable for contract award. Any proposal failing to receive the minimum score of 150 points at the end of the Detailed Evaluation of Technical Proposals will be ineligible for award.**

The remainder of this section of the RFP describes each step in the evaluation process in detail.

### 2.2 EVALUATION PHASES

#### 2.2.1 PHASE 1: ADMINISTRATIVE COMPLIANCE/MANDATORY REQUIREMENTS REVIEW

The State will conduct an administrative compliance review of all proposals immediately upon opening. The purpose of this review is to determine the proposal's compliance with RFP mandatory administrative requirements and instructions. Any proposal that does not comply with RFP mandatory administrative requirements and instructions may be considered non-responsive, and may not receive further consideration.

All proposals that pass the Administrative Compliance Review shall be reviewed to ensure they meet all mandatory content requirements as documented in Section 3.2.6.6 MANDATORY REQUIREMENTS. Any proposal that fails to satisfy these requirements shall be considered non-responsive, and shall not receive further consideration. The proposal must satisfactorily demonstrate that the Proposer and/or the proposed solution meet each specific mandatory requirement.

The result of Phase 1 is a pass/fail decision.

#### 2.2.2 PHASE 2: DETAILED EVALUATION OF TECHNICAL PROPOSALS

The detailed evaluation of the technical proposals will award points in the individual categories that follow based on the quality of the proposer's response in demonstrating the ability to fulfill the requirements of this RFP. The results of the detailed evaluation of technical proposals will determine finalists who will provide Proposer Capability Presentations to the Evaluation Team.



Technical proposal evaluation criteria will be weighted as follows:

Technical - Services Capabilities Evaluation (300 points)

- Qualifications of the Proposer: 50 points
- Skills and Qualifications of Proposed Staff: 50 points
- Project Approach & Methodology: 100 points
- Prior Demonstrated Success: 25 points
- Reference Checks: 25 points
- Veteran and Hudson Initiatives: 50 points

#### **2.2.2.1 Qualifications of Proposer**

Points will be assigned based on Qualifications of Proposer in delivering services of a nature related to those being requested in this RFP using a consensus-based evaluation process. A maximum of 50 points have been assigned for responses to the Qualifications of Proposer.

#### **2.2.2.2 Skills and Qualifications of Proposed Staff**

Points will be assigned based on Proposer descriptions of the Skills and Qualifications of Proposed Staff relative to the delivery of services requested in this RFP using a consensus-based evaluation process. A maximum of 50 points have been assigned for responses to the Skills and Qualifications of Proposed Staff including subcontractors as stated in Section 1.23 PROPOSER SUBCONTRACTORS.

#### **2.2.2.3 Project Approach & Methodology**

Points will be assigned for the Project Approach & Methodology using a consensus-based evaluation process. Earlier deliverable dates will be given extra consideration. A maximum of 100 points have been assigned for responses to Project Approach & Methodology.

#### **2.2.2.4 Prior Demonstrated Success**

Points will be assigned for Prior Demonstrated Success using a consensus-based evaluation process. A maximum of 25 points have been assigned for responses to this category.

#### **2.2.2.5 Reference Checks**

The State will conduct reference checks on each reference provided by the Proposer. Points will be assigned for the Reference Checks using a consensus-based evaluation process based on the relative responses provided by each reference.

The State reserves the right to identify additional references through its own research and conduct additional reference checks, if it deems the referenced project to be appropriately comparable to the mapping project described herein.

A maximum of 25 points have been assigned for the Reference Checks.

#### **2.2.2.6 Veteran and Hudson Initiative**

The purpose of this analysis is to evaluate Proposer participation in the Veteran-Owned and Service-

Connected Small Entrepreneurships Program (Veteran Initiative) and the Louisiana Initiative for Small Entrepreneurships Program (Hudson Initiative). Points will be assigned for Veteran and Hudson Initiative Analysis based on whether the Proposer is a certified Veteran or Hudson Initiative small entrepreneurship or if the Proposer will engage one or more certified Veteran or Hudson Initiative small entrepreneurship subcontractors. A maximum of 50 points have been assigned for the Veteran and Hudson Initiative Analysis and will be awarded according to the following:

- Proposer is certified as a qualifying small entrepreneurship: 50 points
- Proposer is not certified as a qualifying small entrepreneurship, but is engaging one or more subcontractors that are certified as a qualifying small entrepreneurship: points will be allocated according to the following criteria:
  - The number of qualifying small entrepreneurships to be utilized;
  - The experience and qualifications of the qualifying small entrepreneurships;
  - The anticipated earnings to accrue to the qualifying small entrepreneurships.

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

### **2.2.3 PHASE 3: COST ANALYSIS**

Cost proposals for all Proposers will be opened, evaluated and an absolute score provided. Points will be assigned for the Cost Analysis using a calculation-based evaluation process focusing on the total cost of ownership based on the pricing submitted by each Proposer on the Cost Proposal Schedules provided in ATTACHMENT D: COST SCHEDULES. The cost scores will be calculated as follows:

- The lowest cost proposal will receive 100% of the available points (200).
- Remaining proposals will receive points based on application of the following formula:

$$\text{Cost Points} = (\text{Cost of Lowest Cost Proposal} / \text{Cost of Proposal Being Evaluated}) * 200 \text{ points}$$

## **SECTION 3 – FORMAT OF PROPOSAL**

### **3.1 PROPOSAL / RFP RESPONSE INSTRUCTIONS**

The proposal should address each of the criteria addressed in this section of the RFP. It should be clear and concise in response to the information and requirements described in the RFP.

#### **3.1.1 Proposal Format**

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

#### **3.1.2 Cover Letter**

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

#### **3.1.3 Technical and Cost Proposal**

Proposals should be submitted as specified in Sections 3.2 TECHNICAL PROPOSAL and 3.3 COST PROPOSAL, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### **3.1.4 Certification Statement**

The Proposer must sign and submit the Certification Statement shown in ATTACHMENT B: CERTIFICATION STATEMENT.

### **3.2 TECHNICAL PROPOSAL**

#### **3.2.1 TECHNICAL PROPOSAL OVERVIEW**

The format and sections of the Technical Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary in order to permit the effective evaluation of proposals.

The Technical Proposal should be in the following format:

#### Technical Proposal Content Checklist

Title Page

Transmittal Letter

Table of Contents

TAB 1 – Executive Summary

TAB 2 – Proposer Information

TAB 3 – Staff Information

TAB 4 – Project Approach and Methodology

TAB 5 – Prior Demonstrated Success

TAB 6 – References

TAB 7 – Contract Edits

The following sections of the RFP explain the content that is required in each of the sections of the Technical Proposal.

### **3.2.2 TITLE PAGE**

The title page should be placed as the front cover and/or insert and include:

1. Title of the RFP
2. RFP due date
3. Proposer's Name
4. The inscription, "Technical Proposal".
5. Separate and distinct control number for each of the six hard copies placed in the bottom right corner. The control number naming convention is <Proposer Name>-<sequential number> (e.g., "Acme-4"). Please ensure that the signed original copy is designated by control number "1".

### **3.2.3 TRANSMITTAL LETTER**

The letter of transmittal should be limited to two (2) pages and should include:

1. A brief statement of the Proposer's understanding of the scope of services associated with this RFP.
2. The names, titles, addresses, e-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of and legally bind the Proposer.
3. The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact for the Proposer.
4. A statement that the entire proposal and the price contained therein should be binding upon the Proposer in all respects for a period of 90 days from submission of the proposal.
5. A statement designating the firm that will function as Proposer in response to the RFP.
6. Signature of person(s) authorized to legally bind the Proposer.

### **3.2.4 TABLE OF CONTENTS**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

### **3.2.5 TAB 1 - EXECUTIVE SUMMARY**

The Proposer should condense and highlight the contents of the Technical Proposal in this section. The Executive Summary should be no more than three (3) pages and provide a concise summarization of the services being proposed to meet the State's requirements.

### 3.2.6 TAB 2 – PROPOSER INFORMATION

This section should provide the following subsections related to the Proposer:

#### 3.2.6.1 Company Overview

In this section, the Proposer should describe its business operations such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners / officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and state government experience providing the solution being proposed.

#### 3.2.6.2 Veteran and Hudson Initiative Program Participation

In this section, the Proposer should indicate if it is a participant in the State of Louisiana Veteran and Hudson Initiatives, which are designed to provide additional opportunities for Louisiana-based small entrepreneurship to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). If the Proposer is affirming participation in either of these programs, a copy of the respective certification certificate should be provided.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmALLE, VSE, or DVSE.

### **3.2.6.3 Applicant Capacity, Knowledge and Experience**

Proposer must provide a description of its qualifications, including knowledge and experience of the proposer and key project personnel with conducting projects of similar scope and scale, including dealing with strategic and operations planning for enterprise IT services models, project management and support services for enterprise IT consolidation initiatives, and public sector IT governance models.

### **3.2.6.4 Financial Strength**

Proposer should generally provide evidence that the Proposer has the financial capacity to provide the entire solution. The Proposer should provide details regarding Proposer's total annual revenue, profit and cash flow by providing audited financial statements for the past three years and in any other way Proposer deems necessary to demonstrate the firm's financial size and cash flow capacity. The financial statements should include an income statement, balance sheet, and cash flow statement for each of the three years.

The Proposer may also submit the most recent Dun & Bradstreet (D&B) Business Information Report™ for the Proposer. (Submission of the D&B Number without the full report is insufficient.)

### **3.2.6.5 Integrity**

Proposer should discuss the reasons why it feels the organization and the individuals within the organization are of high integrity and operate in a culture of high integrity. Proposer should highlight those points that would demonstrate the organization's integrity.

The Proposer should provide a statement of whether the Proposer or any individual who will perform work under the Contract has a possible conflict of interest (*e.g.*, employment by the State of Louisiana) and, if so, the nature of that conflict.

The Proposer should provide a statement of whether, in the last five years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

The Proposer should provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.

The Proposer should provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter or any other matter related to an engagement similar to the scope of services being requested in this RFP.

The State reserves the right to research the Proposer independently to corroborate and evaluate the information provided by the Proposer under this category.

### **3.2.6.6 Mandatory Requirements**

Proposer must provide a response that substantiates their ability to meet the Project Management and Scope of Services requirements of this proposal. Proposer must provide a minimum of two (2) clients for which it was responsible as the primary provider of services of similar type and scope to those as defined in this RFP. These project references must be for projects completed within the past five years previous to the publication date of this RFP or for current engagements as the primary provider of services. One of the clients must have been in state or local government.

### **3.2.6.7 Subcontractor Information**

The Proposer should list all subcontractor Service Providers that may receive more than \$100,000 in service revenue over the life of the contracts. Contact information for each of these service providers should be provided. For these services providers, Proposer should provide information in the following sections:

#### **3.2.6.7.1 Subcontractor Company Overview**

In this section, the Proposer should describe each Service Provider's business operations, such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners/officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and state government experience providing the solution being proposed.

#### **3.2.6.7.2 Subcontractor Veteran and Hudson Initiative Program Participation**

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the percentage of proposed participation in this engagement based on dollar value of each subcontract. A copy of the respective program certification certificate should be provided for each subcontractor.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

#### **3.2.6.7.3 Subcontractor Roles and Responsibilities**

Provide information describing the roles and responsibilities of each subcontractor in delivery of services defined within the proposal including number of staff being provided, specific areas of expertise, projected duration of engagement, and prior experience of subcontractor in delivery of relevant services.

### **3.2.7 TAB 3 – STAFF INFORMATION**

The Proposer should provide an Organization and Staffing Plan that addresses the Proposer's project staff. The section should include the following:

1. An organization chart for its proposed project team
2. A summary table for each staff category, highlighting the staff on one axis and the key skills and experience relevant to the category on the other axis.
3. A description of each role and resumes for each key position. Resumes should include the following information:
  - a. Proposed role on project;
  - b. Education and training;
  - c. Recent relevant experience (including start and end dates); quality and depth of experience;
  - d. Size and scope of projects supported; and
  - e. Reference contact information, including e-mail address and phone number.
  - f. Resumes should be no longer than three pages in length.
  - g. Letters of commitment are required for all key staff.

The State requires that contract personnel not be removed from the project except for circumstances beyond the Contractor's control. The State reserves the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

If any staff from the Proposer's team requires special accommodations for a handicap or work limitation, please note such in this Section.

The Proposer should describe where it will perform the work necessary to deliver the solution to the State in Baton Rouge, Louisiana.

### **3.2.8 TAB 4 – PROJECT APPROACH AND METHODOLOGY**

This section should provide information related to the Proposer's planned approach for delivery of services defined in this RFP.

#### **3.2.8.1 Project Approach**

This section should include an overview of the Proposer's approach and methodology in the delivery of the services described in this RFP. Items to be addressed should include at a minimum the concepts and processes to be utilized in development of each of the deliverables specified in ATTACHMENT A: SCOPE OF SERVICES as well as the provision and management of staff augmentation services.

#### **3.2.8.2 Project Management Plan**

This section should include a comprehensive project management plan that addresses data collection, analysis, planning, and development of the deliverables as defined herein. The work plan should describe tasks necessary for collection and analysis of information, collaborative development of plans and models, and implementation of a framework to capture tracking metrics associated with the management and oversight of resulting projects. The work plan should include a Work Breakdown Structure (WBS) of tasks to be performed by State, subcontractors, and proposer personnel, as well as tasks requiring collaboration. It should include as much detail as possible, although it is understood that some tasks are dependent on the results of other tasks. The work breakdown structure should include a description of the task or deliverable, the estimated duration of the task or deliverable, including the start and end dates. The work plan (WBS) should be accessible via Microsoft Project 2010® or similar software application. Printed copies of the proposal should also include a high-level timeline in Gantt chart format.

#### **3.2.8.3 Status Reporting**

The Proposer should describe its approach for project status reporting. At a minimum, the State requires that monthly status reports be provided that reflects the major activities for the reporting period. As part of the Proposer's approach to status reporting, the State will expect weekly participation in status meetings with the State project team. Project management should use the status report to monitor project activity and to detect potential problems or delays. Topics to be covered include:

1. A listing of significant departures from project planning and objectives with explanations of causes and strategies to achieve realignment;
2. A listing of tasks completed since the last report;
3. Tasks that were delayed and reasons for delay;
4. Planned activities for the next scheduled period;
5. Summary of major concerns or issues encountered, proposed recommendations; and
6. Any other topics that require attention from the State's project director.



#### **3.2.8.4 Issue Management**

The Proposer should describe its approach to identify issues, tracking mechanism, and recommendation for resolution. This discussion should include the use of any tools or techniques that are integrated the overall project management methodology. Topics to be addressed in this section include:

1. Issue identification;
2. Issue tracking;
3. Issue review and prioritization;
4. Issue analysis;
5. Recommendation for issue resolution; and
6. Issue escalation.

After award, the State and the Proposer should agree on a protocol for collaboratively resolving project issues. This protocol should address the topics above, responsible parties, and specific steps to be taken on issues or disputes arising during the implementation process.

#### **3.2.8.5 Risk Management Plan and Procedures**

The Proposer should describe its approach to identifying and assessing potential risks to the project as well as identifying and managing actions to avoid, mitigate, or manage those risks. The Proposer should include the provision of the appropriate methods, tools and techniques for active identification and assessment of project risks; development of risk avoidance, mitigation, or management strategies; and monitoring and reporting of risk status throughout the life of the project.

#### **3.2.8.6 Technical Approach**

This section should include the following:

1. Discussion of Proposer's strategy, methodology, and tools for data acquisition, analysis, and validation;
2. Discussion of the background, objectives and work requirements as analyzed by the Proposer;
3. Discussion of proposed methods and techniques for completing each functional requirement;
4. Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution;

#### **3.2.8.7 Quality Assurance/Quality Control**

Proposer should describe its quality assurance and quality control process. This should include but is not limited to the Proposer's plan and approach for providing quality deliverables and qualified staff.

#### **3.2.9 TAB 5 – Prior Demonstrated Success**

Proposer should describe prior engagements of a similar nature to the one defined in this RFP. This description should focus on the outcomes associated with these engagements and highlight metrics pertaining to cost savings, efficiencies, management effectiveness, and customer satisfaction improvements realized.

#### **3.2.10 TAB 6 – REFERENCES**

Proposer must provide a minimum of two (2) client references for which it was responsible as the primary provider of services of similar type and scope to those as defined in this RFP. These project references must be for projects completed within the past five years previous to the publication date of this RFP or for current engagements as the primary provider of services. One of the clients must have been in state or local government. The reference information should include a description of the relevant services provided and current contact information for client staff that are authorized to validate the reference.

### **3.2.11 TAB 7 – CONTRACT EDITS AND ASSUMPTIONS**

The Proposer should provide a listing of all requested contract edits, exceptions, or changes to the sample contract provided in ATTACHMENT C: SAMPLE CONTRACT.

Additionally, the Proposer should state all assumptions made as a basis of this proposal that would have a material impact on the delivery and scope of services as well as a potential cost impact.

### **3.3 COST PROPOSAL**

#### **3.3.1 COST PROPOSAL OVERVIEW**

The format and sections of the Cost Proposal should conform to the tabbed structure outlined below. Adherence to this format is necessary in order to permit the effective evaluation of proposals.

The Cost Proposal should be in the following format:

Cost Proposal Content
Title Page
Table of Contents
TAB 1 – Executive Summary
TAB 2 – Administrative Requirements
TAB 3 –Cost Schedules

Cost information is to be provided in accordance with the templates provided ATTACHMENT D: COST SCHEDULES.

Each section of the Cost Proposal should be described in further detail. All project assumptions should be placed in the Technical Proposal.

The following sections of the RFP explain the content that is required in each of the sections of the Cost Proposal.

#### **3.3.2 TITLE PAGE**

The title page should be placed as the front cover and/or insert and include:

Title of the RFP

RFP due date

Proposer’s Name

The inscription, “Cost Proposal”.

#### **3.3.3 TABLE OF CONTENTS**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

### 3.3.4 TAB 1 – EXECUTIVE SUMMARY

Proposer should provide an overview of the Cost Proposal which describes any pricing approaches and reasons why Proposer's combined technical and cost approach should be of value to the State.

### 3.3.5 TAB 2 – ADMINISTRATIVE REQUIREMENTS

The Proposer shall sign and submit one (1) original and two (2) copies of the Certification Statement and all information required by the Certification as part of the proposal submission.

Additionally, the following forms should be included with the proposal:

1. Board Resolution
2. Disclosure of Ownership
3. Certification of Authority
4. IRS Form W-9 Request for Taxpayer Identification Number and Certification

Submission of these forms with the proposal will expedite the contract process; therefore, each Proposer is strongly encouraged to submit these forms with their proposal.

See the Office of Contractual Review website for the forms and associated instructions at [www.doa.louisiana.gov/ocr/checklis.htm](http://www.doa.louisiana.gov/ocr/checklis.htm).

### 3.3.6 TAB 3 – COST SCHEDULES

The proposer shall provide a complete project budget utilizing the cost schedules provided in ATTACHMENT D: COST SCHEDULES. Cost proposals shall be evaluated and scored based upon the information contained in *Schedule 1 Project Cost Summary* which shall be computed based on the information provided in the remaining cost schedules. Cost schedules provided in ATTACHMENT D: COST SCHEDULES include:

#### *Schedule 1 Project Cost Summary*

The State will complete the Project Cost Summary, based on the information provided by the Proposer on the remaining Cost Schedules. The Total Cost computed in *Schedule 1* will represent the cost of the bid submitted by the Proposer in response to this RFP.

#### *Schedule 2 Total Project Budget and Deliverable Dates*

Proposer shall provide a detailed breakdown by deliverable of all costs required for successful completion of this project as defined in the RFP.

#### *Schedule 3 Rate Sheet Model*

Proposer shall provide hourly rates for each of the job titles listed in the table. The State has provided a specific number of hours for each job title in the table for the purposes of computing a total cost for the Rate Sheet Model that can be factored into *Schedule 1 Project Cost Summary*.

#### *Budget Narrative*

Proposer shall include a narrative providing detailed information substantiating the project budget submitted in *Schedule 2* including a description of the services to be provided, the anticipated level of effort, and associated tasks.

## **SECTION 4: SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **4.1 CORPORATE 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.

### **4.2 BILLING AND PAYMENT**

Billing and payment terms shall be negotiated with the successful Proposer. The State requires that the successful Proposer accept payments via electronic funds transfer.

### **4.3 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 Division of Administration.

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## ATTACHMENT A: SCOPE OF SERVICES

### 1 Overview

The scope of services required in response to this RFP include consulting services to support OIT in development of strategic and operational plans for the implementation of a centralized statewide IT services model and staff augmentation services to support OIT in the subsequent deployment of the centralized statewide IT services model. The scope of consulting services will require planning support in all areas of IT services model development including:

- Human Capital Management
- Governance Model
- Organizational Structure
- Services Catalog Development
- Operational Plan for Service Management and Delivery
- Sourcing and Procurement Strategy
- Financial Model
- Technical Architecture
- Project and Portfolio Management Strategy
- Service Level Agreement and Associated Metrics Structure
- Risk and Issue Management Plan
- Change Management Plan
- Communications Plan
- Customer Engagement Plan
- Provider Management Plan
- Facilities Strategy and Management Plan
- IT Network and Communications Management Plan
- Statewide IT Consolidation Project Plan
- Administrative Management Plan
- Project Management Strategy/Resourcing
- Utilization Management Plan

Staff augmentation services will require the provision of experienced and qualified staff to support the deployment of the statewide centralized IT services model with focus on the areas of:

- Project Management
- Financial Management
- Cost Allocation
- Technical Architecture
- Procurement
- IT Security
- Data Management

- Business Analytics
- Facilities Management
- Change Management
- IT Communications Management
- Utilization Management

## 2 Tasks and Services

### Consulting Services

Through the provision of consulting services the contractor shall be required to produce a schedule of deliverables associated with the following tasks.

1. Human Capital Management - The contractor will perform an assessment of existing state IT staff with respect to their skills, competencies, experience, and job functions. The contractor will develop staffing requirements for support of a centralized statewide IT services delivery model and perform an analysis of the available state staff to identify areas where sufficiently qualified staff are not available and areas where there are excess available state staff. A comprehensive HCM plan is to be developed that addresses at a minimum job roles and functions for the statewide centralized IT services organization, staffing level requirements, transition of existing state IT staff, staff training and skills development requirements, staff retention, recommendations for designation of new job titles, and career path analysis.
2. Governance – The contractor shall perform an analysis of state statutes, rules, policies, and executive branch organization, and general IT services requirements. Based on the results of this analysis the contract shall develop recommendations on effective governance models for the statewide centralized IT services organization. In association with these governance models the contract shall include recommendations for potential legislation to support effective implementation and administration.
3. Organizational Structure – The contractor will perform analysis on optimal organization structures to be utilized in support of a centralized statewide IT services model and prepare recommendations on these options to OIT.
4. Services Catalog Development – The contractor will perform analysis on the IT services requirements of executive branch departments and development recommendations for a catalog of IT service offerings to be deployed and supported by the centralized statewide IT organization. The service catalog should include at a minimum technical service specifications, functional service descriptions, fee structures, service level agreements, and service metrics.
5. Operational Plan for Service Management and Delivery – The contractor will perform analysis on IT services requirements of the executive branch departments, proposed organizational structures, proposed financial models, recommended services catalog, proposed procurement management plan, proposed facilities management plan, proposed provider management plan, and HCM plan to develop a comprehensive Operational Plan based on proven methodologies for the centralized statewide IT services organization which includes at a minimum requisite policies, procedures, controls, and performance objectives.
6. Sourcing and Procurement Strategy – Contractor will perform an executive branch IT spend analysis, review the state procurement code and associated rules, and project future IT procurement requirements under the centralized statewide IT services organization. This analysis will be utilized to develop an IT Sourcing and Procurement Strategy that at a minimum addresses leveraging volume purchases, economies of scale for IT investments, identifies efficiencies in procurement processes, and identifies other opportunities to capture cost savings and efficiencies. Included in this process the contractor shall perform a gap analysis between existing procurement statutes and rules as compared to identified procurement capabilities that are deemed necessary to successfully accomplish IT consolidation, outsourcing, and out-tasking.

7. Financial Model – Contractor will perform an analysis of executive branch department funding streams, proposed services catalog rate structures, existing cost allocation models, applicable federal and state regulations, and projected operational costs to develop recommendations on a financial model to support operations of the consolidated statewide IT services organization.
8. Technical Architecture – Contractor will analyze the existing technical architectures deployed in executive branch departments and make recommendations for a target Enterprise Technical Architecture. These recommendations should be inclusive of a plan for rationalizing the existing technical environment into the proposed Enterprise Architecture and a strategy for management of the Enterprise Architecture in the future.
9. Project and Portfolio Management Strategy – Contractor will perform an analysis of existing executive branch IT projects and portfolio of IT applications. Contractor shall develop project and portfolio management recommendations which at a minimum address rationalization of the application portfolio, policy and procedure recommendations for management of strategic IT investments, application portfolio asset valuations and liabilities, and recommendations on implementation of an enterprise project management office function.
10. Service Level Agreement and Associated Metrics Structure – Contractor will perform analysis on the proposed IT services to be offered by the centralized statewide IT services organization and develop recommendations on supporting service level agreements and associated performance metrics.
11. Risk and Issue Management Plan – Contractor will perform analysis of likely risks and corresponding impact and develop a plan for avoiding, controlling/mitigating, accepting, and/or transferring those risks relative to a centralized statewide IT services model.
12. Change Management Plan – The contractor will provide a plan for transitioning from the existing federated organizational structure into a centralized statewide IT services organization.
13. Communications Plan – The contractor will provide a plan for communications between the centralized statewide IT services organization, stakeholders, and executive branch customers which ensures the efficient flow of information relative to service requirements, accessibility, and performance.
14. Customer Engagement Plan – The contractor will provide a plan for effective customer engagement by the centralized statewide IT services organization which ensures high levels of customer satisfaction, efficient and responsive support of customer needs, and positions the organization to develop partnerships with its customers in utilizing technology to deliver high value innovative services in support of executive branch programs.
15. Provider Management Plan – The contractor will perform an analysis of executive branch IT services requirements and identify potential areas where these services may be delivered more cost effectively as out-tasked services from private sector providers. The contractor will develop a plan for deployment and management of provider sourced services.
16. Facilities Strategy and Management Plan – The contractor will perform an analysis of existing state data processing facilities inclusive of data center and network infrastructure assets. Based upon this analysis the contractor will develop a strategic plan for facilities investment and a management plan for utilization of state assets.
17. IT Network and Communications Management Plan – The contractor will perform an analysis of current network and communications systems. Based on this analysis the contractor will develop a strategic plan for network support, security and communications management.
18. Statewide IT Consolidation Project Plan – The contractor will utilize the information developed from the components listed above and direction from the state CIO to develop a comprehensive project plan to manage the implementation of the centralized statewide IT services model. This plan should at a minimum address the following components:
  - Risk Management Plan
  - Issue Management Plan

- Change Management Plan
  - Quality Management Plan
  - Project Metrics and Dashboard
  - Project Workplan
  - Project Budget
  - Resource Management Plan
19. Administrative Management Plan – The contractor will provide a plan detailing changes to administrative functions and policy around those changes for a centralized statewide IT services model. The Contractor will perform analysis of Executive Branch Departments’ retention policies and determine whether unified or individual policies should be implemented.
20. Utilization Management Plan – The contractor will provide a plan for understanding current use of resources, planned use, future forecasting and models to ensure scalability.

Staff Augmentation

In the course of this engagement the State, at its option, may desire to utilize staff augmentation resources in support of various planning and management tasks which are beyond the scope of the fixed priced deliverables specified in the previous section. Proposal of staff augmentation resources and associated hourly rates are for evaluation purposes only and in no way obligates the State to utilize these services. Provision of staff augmentation services will be authorized in accordance to a work order issuance and approval process to be included in the contract resulting from award under this RFP.

Staff augmentation services will require the provision of experienced and qualified staff to support the planning and manage the deployment of the statewide centralized IT services model with focus on the areas of:

- Project Management
- Financial Management
- Cost Allocation
- Technical Architecture
- Procurement
- IT Security
- Data Management
- Business Analytics
- Facilities Management
- Change Management
- IT Communications Management
- Utilization Management

The contractor will provide consultants with appropriate experience and skill sets in the areas listed above. The State will utilize these resources on an as needed time and materials basis to augment internal staff in the implementation of the centralized IT services model.



## ATTACHMENT B: CERTIFICATION STATEMENT

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

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

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

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
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 <https://www.sam.gov> .)

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

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

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

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

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

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

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SIGNATURE of Proposer's Authorized Representative

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DATE

## ATTACHMENT C: SAMPLE CONTRACT

On this \_\_\_\_ day of \_\_\_\_, 20\_\_, the State of Louisiana, Division of Administration, Office of Information Technology, hereinafter sometimes referred to as the "State" or "OIT", and (Contractor's name and legal address including zip), hereinafter sometimes referred to as the "Contractor" or "\_\_\_\_\_", do hereby enter into a contract ("Contract") under the following terms and conditions.

### 1.0 PURPOSE

#### 1.1 SCOPE OF SERVICES

#### 1.2 COMPLETE DESCRIPTION OF SERVICES

#### 1.3 PERFORMANCE MEASURES

#### 1.4 DELIVERABLES

#### 1.5 VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

### 2.0 DEFINITIONS

For the purpose of this Contract, the following terms have the following meanings:

**"Acceptance"** of Software Application or Data developed as a result of this Contract, shall be defined as Software Applications that have been acceptance-tested by the State or its designated representative in accordance with the acceptance criteria and procedures as set forth in the relevant design document and deployed in the State's production environment or Data that has been validated by the State or its designated representative in accordance with the requirements as defined in the SBDD NOFA.

**"Defect"** means a non-conformance of the Software application with the function described in the relevant design document, which impairs the State's use of the Software application or a portion thereof.

**"Documentation"** means all written and electronic materials useful in operating, maintaining, enhancing and updating the Software application.

**"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.

**"Services"** means the support being requested of the Contractor as described in Paragraph 1.0 of Attachment I, Statement of Work.

**"Specifications"** means the functional, technical and performance requirements of the Software application. The Specifications will be identified by reference in the applicable design document when completed and approved.

**"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 the software, equipment, or data, or to perform any other malicious actions.

### 3.0 ADMINISTRATIVE REQUIREMENTS

#### 3.1 TERM OF CONTRACT

This Contract shall begin on \_\_\_\_\_, 20\_\_ and shall end on \_\_\_\_\_, 20\_\_.

#### 3.2 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 ninety (90) days thereafter.

B. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in the accepted software specifications.

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

### **3.3 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.

### **3.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay any applicable inspection fees required to do the work required to complete this Contract.

### **3.5 SECURITY**

Contractor's personnel will always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. The State is responsible for providing written copies of the State's security regulations to the Contractor. Contractor is responsible for reporting any breach of security to the State promptly.

### **3.6 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 \_\_\_\_\_.

### **3.7 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. All financial, statistical, technical, and other data and information provided to the contractor by third parties which are designated as confidential and/or proprietary by those parties or that may be designated as sensitive by the U.S. Department of Homeland Security 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.

The obligations under Section 3.7 shall survive the termination or expiration of the Contract.

## **4.0 TECHNICAL REQUIREMENTS**

### **4.1 STATEMENT OF WORK**

Contractor will perform Services according to the terms of this Contract and according to the Statement of Work

### **4.2 CONFIGURATION REQUIREMENTS**

The software application delivered shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified.

### **4.3 PROJECT MANAGEMENT**

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

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

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

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

D. Provide 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.

### **4.4 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. State shall provide the Contractor appropriate notification of such reviews so that the Contractor may plan accordingly.

### **4.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following contract-related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project. If Statement of Work activities do not warrant assignment of a Project Manager, the State may request another member of the Contractor's staff perform required project management tasks.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Contractor may use off-site resources with the approval of the State.

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

#### **4.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

#### **4.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this Contract those resources described

#### **4.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems, installation, software distribution, security, networking, and usage of State resources

#### **4.9 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 applications (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

#### **5.0 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 Description of Tasks or Services, and the following sections of the Statement of Work, Deliverables, and Acceptance of Deliverables.

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

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period (as defined in 5.0, B), the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

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

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

**In consideration of the Services required by this Contract, State hereby agrees to pay to Contractor a maximum fixed fee of \$\_\_\_\_\_.** Travel and other reimbursable expenses constitute part of the total maximum payable fee under the Contract. Payments are predicated upon successful completion and written approval by the State of

the described tasks and deliverables as provided in the Contract. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. Invoices shall be submitted to Office of Information Technology, 1201 North 3<sup>rd</sup> Street Suite 2-130, Baton Rouge, LA 70802. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice.

Payment will be made only on approval of the State Project Director or designee.

Contractor shall submit a separate invoice for each deliverable.. The Invoice will identify work performed and fees and costs related to the deliverables accepted by the stature during the invoice period. Contractor will not be paid more than the maximum amount of the contract.

Prohibition Against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

During the execution of tasks contained in the Contract, the Contractor shall submit invoices by the tenth (10<sup>th</sup>) day of each month following the month in which the Deliverables were accepted.

It is the State's intent to institute contract payment retainage of twenty percent (20%) in any contract resulting from award of this Request For Proposals. Release of contract retainage will be predicated upon successful completion and State acceptance of all specified contract deliverables and realization of initial cost savings related to initiatives executed with staff augmentation support. Additionally, due to the anticipated critical timelines and significant impact of deliverables associated with this engagement, the State intends to negotiate escalating penalty provisions with the successful proposer which are linked to the deliverable submission deadlines specified in the formal project workplan approved by the State.

## **7.0 TERMINATION**

### **7.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

### **7.2 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.

## **8.0 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.

## **9.0 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 by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of

such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### **10.0 ASSIGNMENT**

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

#### **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 Contract.

Contractor shall indemnify and hold harmless the State and its authorized users from suits, actions, damages, and costs of every name and description (including reasonable attorney's fees and costs of defense), relating to personal injury and damage to real or personal property to the extent arising out of the negligent acts, errors, omissions, or undertakings of the Contractor, its officers, employees, agents, independent contractors, or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the

performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **12.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, internal auditors of the Division of Administration, 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. Records shall be made available during normal working hours for this purpose.

#### **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 five years after final payment, or as required by Division of Administration policy or applicable Federal law, since Federal funds are used to fund this Contract.

#### **14.0 CONTRACT MODIFICATION**

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

#### **15.0 FUND USE**

Contractor will certify to the State that it will not 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 GENERAL COMPLIANCE**

The Contractor will agree with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

#### **17.0 FINANCIAL MANAGEMENT**

Contractor shall agree to comply with 48 CFR § 31 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Contractor is responsible for having all subcontractors comply with 48 CFR § 31 and agree to adhere the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Contractor shall administer its program in conformance with OMB Circulars A-87 Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The contractor is responsible for having all subcontractors and project sponsors administer their programs in conformance with OMB Circulars A-87 Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### **18.0 DRUG-FREE WORKPLACE REQUIREMENT**

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with the U.S. Department of Commerce's rules at 15 CFR part 29.

#### **19.0 PROHIBITED ACTIVITY**

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the



prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

#### **20.0 NON-DISCRIMINATION**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **21.0 ANTI-KICKBACK CLAUSE**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **22.0 CLEAN AIR ACT**

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **23.0 ENERGY POLICY AND CONSERVATION ACT**

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **24.0 CLEAN WATER ACT**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

#### **25.0 APPLICABLE LAW**

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

#### **26.0 CODE OF ETHICS**

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

#### **27.0 SEVERABILITY**

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

#### **28.0 COVENANTS AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST:**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Division of Administration shall have the right to annul this Contract

without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the Division of Administration may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the Division of Administration determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

### **29.0 LABOR STANDARDS AND SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING**

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246 entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

### **30.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or the Division of Administration for any breach in the performance of the Contractor's duties.

### **31.0 ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

### **32.0 HEADINGS**

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

### **33.0 ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

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

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

CONTRACTOR

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

BY: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Neal Underwood

Assistant Director, Office of Information Technology

State of Louisiana

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Kristy H. Nichols

Commissioner of Administration,

State of Louisiana

Date: \_\_\_\_\_

WITNESSES SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT D: COST SCHEDULES

### Schedule 1 Project Cost Summary

The Project Cost Summary is being provided for reference purposes only. The State will complete the Project Cost Summary, based on the information provided by the Proposer on the remaining Cost Schedules, listed below. The Total Cost computed in Schedule 1 will represent the cost of the bid submitted by the Proposer in response to this RFP.

- Schedule 2: Fixed Fee Deliverables Schedule
- Schedule 3: Project Rate Sheet

	Cost
Schedule 2: Fixed Fee Deliverables Schedule	
Schedule 3: Project Rate Sheet	
<b>Total Cost</b>	

**Schedule 2 Total Project Budget and Deliverable Dates**

For each deliverable the Proposer shall provide a detailed breakdown of all costs required for successful completion of this project as defined in the RFP and the date by which it will be delivered. Information shall be submitted in the format of the table provided below. For each deliverable listed in the table, Proposer shall provide supporting information in the Budget Narrative as described in Section 3.3.6 TAB 3 – COST SCHEDULES.

<b>Deliverable</b>	<b>Due Date</b>	<b>Total</b>
Human Capital Management Plan		
Governance Model		
Organizational Structure Model		
Services Catalog		
Operational Plan for Service Management and Delivery		
Sourcing and Procurement Strategy		
Financial Model		
Technical Architecture Model		
Project and Portfolio Management Strategy		
Service Level Agreements and Metrics Schedule		
Risk and Issue Management Plan		
Change Management Plan		
Communications Plan		
Customer Engagement Plan		
Provider Management Plan		
Facilities Strategy and Management Plan		
IT Network and Communications Management Plan		
Statewide IT Consolidation Project Plan		
Administrative Management Plan		
Project Management Strategy / Resourcing Plan		
Utilization Management Plan		
<b>Total Cost</b>		

**Schedule 3 Rate Sheet M**

For staff augmentation support services to be authorized through work orders, the Proposer shall provide hourly rates for each of the job titles listed in the table. The State has allocated a specific number of hours for each job title in the table for the purposes of computing a total cost for the Rate Sheet Model that can be factored into Schedule 1. These hours will be revealed upon bid opening. No additional rows may be added to this table and no substitutions for a job title or for the number of associated hours is allowed.

The allocated hours are being utilized for evaluation purposes and do not represent a commitment by the State to incur the costs projected in this schedule.

<b>Job Title</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total</b>
Project Manager			
Financial Analyst			
Cost Allocation Analyst			
Technical Architect			
Procurement Analyst			
IT Security Analyst			
Data Management Analyst			
Business Analytics Specialist			
IT Facilities Analyst			
Change Management Analyst			
IT Network and Communications Analyst			
Business Analyst			
Applications Developer			
<b>Total</b>			

## **ATTACHMENT E: Insurance Requirements for Contractors**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.

Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). 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 vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **1.30.2 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

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.

### **1.30.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Division of Administration. At the option of the Division of Administration, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions for the State of Louisiana, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **1.30.4 OTHER INSURANCE PROVISIONS**

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

General Liability and Automobile Liability Coverages

The Division of Administration, its officers, 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 Division of Administration, 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.

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

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.

Workers' Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the Division of Administration, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Division of Administration.

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 Division of Administration.

#### **1.30.5 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.

#### **1.30.6 VERIFICATION OF COVERAGE**

Contractor shall furnish the Division of Administration 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 Division of Administration before work commences. The Division of Administration reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **1.30.7 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.