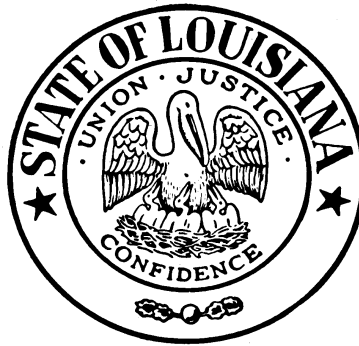


**REQUEST FOR PROPOSAL**  
**INFORMATION TECHNOLOGY**  
**STAFFING SUPPORT**  
**FOR**  
**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION**  
**OFFICE OF TECHNOLOGY SERVICES**



**File Number: A 3000012707 P**

**Solicitation Number: 3000012707**

**Proposal Opening Date: June 6, 2019**

**Proposal Opening Time: 10:00 A.M. Central Time**

**State of Louisiana**  
**Office of State Procurement**

**May 1, 2019**

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# REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY STAFFING SUPPORT

## **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing a wide range of information technology (IT) services to assist State agencies in the State of Louisiana. The Louisiana Office of Technology Services (OTS) is seeking proposals from providers of IT services to provide temporary Contract Staff for IT infrastructure, operations, technical services, software applications, reporting, and analytics support as described in **Section 2.1 Scope of Work/Services**. These temporary Contract Staff will support a large assortment of systems residing in multiple agencies of the State of Louisiana (**see Section 2.1.2 OTS Technical Architecture**).

This RFP will qualify Proposers for assisting OTS to plan, analyze, implement, maintain and support technology for State agencies. This RFP presents five (5) functional areas as described in **Attachment II – Staffing Support Areas of this RFP** that identifies Support Areas where temporary IT Contract Staff may be needed by State agencies.

OTS plans to meet this need by issuing this competitive RFP leading to the execution of multiple Tier One Staffing Support Contracts. Once these Contracts are established, OTS, using a second tier of competition (**see Section 2.1.1 Tier Two Process** of this RFP), will be able to engage the Contractors to access the required personnel as directly and efficiently as possible. It is the intent of OTS to issue Task Orders against the Tier One Staffing Support Contracts to support staffing requirements when resource demand exceeds the availability of internal resources.

### **1.2 Background**

Act 712 of the 2014 Regular Legislative Session created OTS. OTS establishes, coordinates, and implements all information technology systems and services affecting the management and operations of the executive branch of State government. OTS has the sole authority and responsibility within Cabinet Departments of the Executive Branch for defining and implementing the specific information technology systems and services, defining a state master information technology plan, and creating and managing information technology standards.

The creation of OTS consolidates a wide variety of existing hardware platforms, operating systems, database management systems, networks, third party software, and custom applications. These legacy environments currently reside in multiple physical locations, and have been developed over many years under the direction of the user agencies listed in **Attachment I: OTS State Agencies** of this RFP. The list should not be considered inclusive, as other State organizational units could potentially be added at a later date. OTS utilizes the Information

Technology Infrastructure Library/Control Objectives for Information Technology (ITIL/COBIT) process model to organize and consolidate the many separate environments; and to identify and implement process improvements designed to move the State to more efficient, streamlined, and cost-effective IT operations.

In support of applications and infrastructure modernization, OTS has a growing need for a flexible means of obtaining transitional staffing services quickly, efficiently, and cost effectively. The dynamic nature of IT staffing requires a flexible means of rapidly obtaining quality personnel to provide IT services.

### **1.3 Goals and Objectives**

The Office of Technology Services' goal is to have a flexible means of obtaining IT temporary staffing resources quickly, efficiently and cost effectively.

### **1.4 Term of Contract**

The term of any Contract resulting from this solicitation shall be for an initial period of thirty-six (36) months to begin on or about July 1, 2019 and to end June 30, 2022, unless otherwise terminated in accordance with termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. Total Contract time may not exceed sixty (60) months.

### **1.5 Definitions**

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Contract- A legal binding agreement between the State and the awarded Contractor(s).
- C. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- D. Contract Staff – Temporary “staff” or “personnel” assigned to work for a State agency under a binding agreement between the State and the awarded Contractor.
- E. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- F. May - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- G. Must - The term denotes mandatory requirements.
- H. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

- I. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- J. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- K. Should – The term denotes a desirable action.
- L. SOW – Statement of Work. The Statement of Work, which is provided in a Staffing Support Task Order, is a written statement prepared by OTS that specifically describes the phases of work or services, major tasks or areas of responsibility the Contractor is to perform during a stated period of time. The Statement of Work shall identify specific objectives that the Contractor is to attain and describe in detail the deliverables that the Contractor is to provide.
- M. Staffing Support Area – The term denotes the classification of informational technology services into several functional specific groupings.
- N. Staffing Support Provider – The term denotes a Contractor that can offer temporary staff support in a specific information technology Staff Support Area.
- O. Staffing Support Task Order or Task Order - The term denotes a supplementary contractual and obligating document that provides the issuances of orders for the performances of tasks during the period of the contract.
- P. State- The State of Louisiana.
- Q. State Project Manager – The principal point of contact on behalf of the State concerning Contractor's performance under a specific Task Order; Oversees all activities involved in a specific task order.
- R. Subcontractor – Any third-party entity engaged by the Contractor to fulfill any of its obligations under the contract awarded as a result of this RFP.
- S. Tier One Staffing Support Contract or Staffing Support Contract – A Contract that results from this RFP.

#### **1.5.1 Acronyms**

- A. AD – Active Directory
- B. DOA – Division of Administration
- C. IT – Information Technology
- D. ITB – Invitation to Bid
- E. ITIL/COBIT – Information Technology Infrastructure Library/Control Objectives for Information Technology
- F. KPI – Key Performance Indicator

- G. OSP – Office of State Procurement
- H. OTS – Office of Technology Services
- I. RFI – Request for Information
- J. RFP – Request for Proposal
- K. RFR – Request for Response
- L. RIM – Records and Information Management
- M. SLA – Service Level Agreement
- N. SOW – Statement of Work
- O. SSC – Staffing Support Contract

## 1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	May 1, 2019	
2. Deadline to receive written inquiries	May 17, 2019	
3. Deadline to answer written inquiries	May 23, 2019	
4. Proposal Opening Date (Proposal Submission Deadline)	June 6, 2019	10:00 A.M.
5. Oral discussions with Proposers, if applicable	To be scheduled	
6. Best and Final Offer with Proposers, if applicable	To be scheduled	
7. Notice of Intent to Award to be issued	To be scheduled	
8. Contract Initiation	To be scheduled	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.**

## 1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.



It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

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

- X     **Proposal Name: Information Technology Staffing Support**
- X     **File Number: A 3000012707 P, Solicitation Number: 3000012707**
- X     **Proposal Opening Date and Time: June 6, 2019 @ 10:00 A.M. Central Time**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.**

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement  
Claiborne Building  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

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

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

## **1.8 Proposal Response Format**

Proposals submitted for consideration should follow the format, order of presentation and address each of the requirements described in this RFP. It should be clear, concise, and responsive to all requirements and instructions.

Proposers may submit a proposal for any or all of the listed Staffing Support Areas. It is permissible to submit one (1) proposal for multiple Staffing Support Areas. When responding to multiple Staffing Support Areas within a single proposal, the information requested in **Section 2.5.2.1 Mandatory Requirements** must be provided for each Staffing Support Area being proposed. The information requested in **Tab 4 Proposed Staffing Support** shall be provided for each Staffing Support Area being proposed. Each Staffing Support Area proposed will be scored separately and independently.

**The Financial proposal should be packaged and labeled separately from the Technical Proposal.** Financial Proposal information must meet all the requirements in **Section 1.8.2 Financial Proposal**.

### **1.8.1 Technical Proposal**

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.

#### **Technical Proposal Content Checklist**

- Title Page
- Cover Letter
- Table of Contents
- TAB 1 – Executive Summary
- TAB 2 – Proposer and Subcontractor(s) Corporate Information
- TAB 3 – Certification Statement
- TAB 4 – Proposed Staffing Support
- Attachment 1: Optional Marketing Materials
- Attachment 2: Contract Edits

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

## A. Title Page

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

1. Title of the RFP
2. RFP due date
3. Proposer's name
4. The inscription "Technical Proposal"
5. Staffing Support Area(s) being proposed

## B. Cover Letter

**Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number.
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer.

- Identify the name, title, address, telephone number, fax number, and email address of the person who will function as the primary contact for the Proposer.
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

### **C. 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.

### **D. TAB 1 – Executive Summary**

The Proposer should condense and highlight the contents of the Technical Proposal in this section. The Executive Summary should provide a concise summary of the qualifications presented to meet the State's requirements.

### **E. TAB 2 – Proposer and Subcontractor(s) Corporate Information**

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

#### **Company Overview**

In this section, 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 IT Staff Support services.

#### **Financial Strength**

The Proposer should provide details regarding its total annual revenue, profit and cash flow, including audited financial statements for the past three (3) years.

Proposer should submit the most recent Dun & Bradstreet (D&B) Business Information Report™ for the firm. (Submission of the D&B Number without the full report is insufficient). If the Proposer is not registered with D&B, Proposer may submit three (3) current written, positive credit references, in the form of signed and dated standard business letters from clients with which the Proposer has done business.

#### **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.

Proposer should provide a statement of whether the firm 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 the conflict.

Proposer should provide a statement of whether, in the last ten (10) years, the firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or has undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

### **Proposer Experience**

Proposer should discuss its commitment to the ITIL/COBIT framework and any related certifications. This should be followed by a summary of Proposer's experience in providing IT Staffing Support. The information provided should include the following details for at least three (3) engagements: the IT operations environment and technologies employed, number of staff provided, type of business or government entity, size of client in terms of annual revenue or budget, and duration of the engagement.

### **Staffing Support Resources**

Proposer should describe the total size of its IT sourcing workforce and revenue, as well as the number and types of IT staff placed with public sector clients and revenue generated from public sector clients.

Proposer should address its commitment to employee training and to encouraging certification/qualification at the individual level in ITIL processes as well as technical specialties.

### **Subcontractor Company Overview**

The Proposer should list all subcontractors and describe 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 IT Staff Support services.

### **Subcontractor Background History**

Proposer should describe each subcontractor's business operations and provide a brief history of the company, discussing sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, and industry focus. In addition, Proposer should describe subcontractor's experience in providing IT Staffing Support, including IT operations environments supported, number of staff available for assignment, and types of business or government entities served.

### **Subcontractor Financial Strength**

Proposer should provide evidence that each subcontractor has the financial capacity to provide its portion of the offered services. The Proposer should provide details regarding each subcontractor's total annual revenue, profit and cash flow, including audited financial statements for the past three (3) years. The financial statements should include an income statement and balance sheet, and preferably a cash flow statement for each of the three (3) years.

## **Subcontractor Contact information**

Proposer should provide the name, address, telephone number, fax number, and email address of the contact person for each subcontractor.

## **F. TAB 3 – Certification Statement**

The Proposer shall sign and submit one (1) original Certification Statement (see **Attachment V**) and all information required by the Certification as part of the proposal submission.

## **G. TAB 4 – Proposed Staffing Support**

Proposer shall address its approach to the Staffing Support Areas being proposed. This section should provide the State with an understanding of how Proposer ensures that the work performed by its resources is of the highest quality.

Proposers shall clearly describe their capacity for providing the types and numbers of resources in the staffing support areas being proposed that may be required at any time over the life of the resulting engagements. Proposers shall include:

- the size of its current IT sourcing workforce;
- the methodology used to identify, recruit and acquire additional resources that may be required to augment its current staff;
- its ability to rapidly provide qualified candidates;
- its methodology for developing, motivating, rewarding and retaining a well-trained, highly qualified workforce;
- its capabilities to meet sourcing requirements that may arise in the future which might involve technology the State does not currently own and may not be aware of at the present time.

Proposer may also include a statement of its ability to **commit key personnel for the full term of the contract and its plan for doing so.**

## **I. Attachment 1 – Optional Marketing Materials**

Proposer may place no more than two (2) pages of marketing materials per Staffing Support area in **Attachment 1** in the hard copy proposal. Electronic copies of additional (optional) marketing materials may be placed in this section on the Technical Proposal USB flash drive.

## **J. Attachment 2 – Contract Edits**

Proposer should review **Attachment VI: Sample Generic Contract** of this RFP and provide any proposed changes to the documents in this section. Proposer may either reference the section of the Contract and provide only the old and new verbiage in this section, or may place the entire Contract in this section with proposed changes highlighted. **In no event should a Proposer submit its own standard contract terms and conditions as a response to this RFP.**

The Proposer should submit with its proposal any exceptions or specific Contract or Task Order deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s). The proposal should include a positive statement of acceptance of contract terms and conditions if no changes are required.

Mandatory contract terms have been identified in **Section 1.24** of this RFP. Proposer shall accept those terms in their entirety.

### **1.8.2 Financial Proposal**

The format and sections of the Financial 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.

#### **Financial Proposal Content**

Title Page  
Table of Contents  
TAB 1 – Executive Summary  
TAB 2 – Hourly Rate Table

**All project assumptions should be placed in the Technical Proposal.**

The following sections explain the content that is required in each section of the **Financial Proposal**.

#### **A. Title Page**

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

1. Title of the RFP
2. RFP due date
3. Proposer's name
4. The inscription, "Financial Proposal"
5. Staffing Support Area(s) being proposed

#### **B. Table of Contents**

Each Financial 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.

#### **C. TAB 1 – Executive Summary**

Proposer should provide an overview of the Financial Proposal which describes any pricing approaches and discounts.

#### **D. TAB 2 – Hourly Rate Table**

Proposers shall complete **Attachment III: Hourly Rate Table** of this RFP by Staffing Support Area to offer three (3) rates for each of the Job Titles associated with the Staffing Support Area being proposed: On-Site Facility, State Remote Facility, and Contractor Remote Facility. To be eligible for an award in a Staffing Support Area, Proposer must include hourly rates for all Job Titles listed in that Staffing Support Area.

In providing hourly rates, Proposers should consider the varying skills and experience of staff which they may offer during the Tier Two process. Hourly rates proposed during the Tier Two process must be equal to or lower than the rate offered in the Tier One proposal and agreed to in the Staffing Support Contract.

Any anticipated travel or other expenses required to meet the RFP requirements must be included in proposed hourly rates.

Proposers shall complete the Hourly Rate Table as follows:

1. Do not change the formatting of any cell.
2. Enter Proposer's name on first line, where indicated as "Please Enter Proposer Name:".
3. For each Job Title in the Table, enter an On-Site Facility rate in Column labeled "On-Site Facility", State Remote Facility rate in Column labeled "State Remote Facility", and a Contractor Remote Facility rate in Column labeled "Contractor Remote Facility".

## **1.9 Number of Response Copies**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) additional copies of the Technical Proposal
- Two (2) additional copies of the Financial Proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) "searchable" electronic copy of the technical and financial proposals on two (2) separate USB flash drives
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP)

## **1.10 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. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.11 Confidential Information, Trade Secrets, and Proprietary Information**

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 Financial 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.) shall 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 shall 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 specific 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”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold harmless the State against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Pre-Proposal Conference**

NOT REQUIRED FOR THIS RFP

### **1.12.2 Proposer Inquiry Periods**

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Jared Alexis, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement  
Attention: Jared Alexis  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [jared.alexis@la.gov](mailto:jared.alexis@la.gov)

Phone: (225) 342-8020  
Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.13 Errors and Omissions in Proposal**

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer.

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 its proposal.

### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP

### **1.15 Performance Bond**

NOT REQUIRED FOR THIS RFP

### **1.16 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP

### **1.17 Changes, Addenda, Withdrawals**

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

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.18 Withdrawal of Proposal**

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

### **1.19 Material in the RFP**

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

### **1.20 Waiver of Administrative Informalities**

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

### **1.21 Proposal Rejection**

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 any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding Contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a Contract with the State.

### **1.22 Ownership of Proposal**

All materials 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 will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.23 Cost of Offer Preparation**

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

### **1.24 Non-negotiable Contract Terms**

Non-negotiable Contract terms include but are not limited to taxes, assignment of Contract, audit of records, EEOC and ADA compliance, record retention, content of Contract/order of precedence, Contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.25 Taxes**

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.

### **1.26 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.27 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

### **1.28 Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its Contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire Contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the Contract. The prime Contractor shall assume total responsibility for compliance.

### **1.29 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final Contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

OTS reserves the right to adjust the original scores based upon information received in the discussions/presentations, using the original evaluation criteria.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a Contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer(s) with whom the State shall Contract.

For each Staffing Support Area, an Evaluation Committee has been selected whose members have expertise in various areas. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of financial score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award multiple contracts in each Staffing Support Area.

The committee may reject any or all proposals if it is considered in the best interest of the State.

### **1.33 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate the State to a commitment to enter into a Contract.**

### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a Contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final Contract form and issue a purchase order, if applicable, to complete the process.

### **1.35 Contract Award and Execution**

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offers received in the **Tier One** process. Further, the State reserves the right to cancel or decline to enter into a Contract with the successful Proposer(s) at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

The RFP, including any addenda, and the proposal of the selected Contractor(s) will become part of any Contract initiated by the State.

Proposer should review Attachment VI: Sample Generic Contract of this RFP and provide any proposed changes to the documents in this section. Proposer may either reference the section of the Contract and provide only the old and new verbiage in this section, or may place the entire Contract in this section with proposed changes highlighted. In no event should a Proposer submit its own standard contract terms and conditions as a response to this RFP.

The Proposer should submit with its proposal any exceptions or specific Contract or Task Order deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s). The proposal should include a positive statement of acceptance of contract terms and conditions if no changes are required.

Mandatory contract terms have been identified in Section 1.24 of this RFP. Proposer shall accept those terms in their entirety. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the Contract negotiation period exceeds thirty (30) days or if the selected Proposer(s) fail to sign the Contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award.

The State intends to make multiple awards in each Staffing Support Area. Proposer(s) who have met the minimum TOTAL points required will be considered for selection in a Staffing Support Area.



### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer(s). The "Notice of Intent to Award" letter is the notification of the award of the Contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final Contract and approval by the Division of Administration, Office of State Procurement. A Contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 *et. seq.*) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

### **1.37 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8020 or E-mail to [Jared.alexis@la.gov](mailto:Jared.alexis@la.gov).

### **1.38 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment VII: Insurance Requirements for Contractors** of this RFP. 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment VII: Insurance Requirements for Contractors** of this RFP for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

### **1.39 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### **1.40 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 when performing their respective duties under the Contract.

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

Contractor will indemnify, defend and hold harmless the State, **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, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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

possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

## **1.41 Payment**

### **1.41.1 Payment for Services**

A Contractor awarded a Staffing Support Task Order shall invoice OTS directly and payment shall be made by OTS directly to the Contractor in accordance with the payment terms agreed to in the Staffing Support Task Order. In no event shall OTS be liable for payments on behalf of any State Agency other than itself.

Payments will be made after receipt of a properly executed invoice approved by the Agency for submittal. Invoices shall include, but not be limited to, the contract and purchase order number, using Agency department and services/product. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.41.2 Late Payments**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

### **1.41.3 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Attachment VIII: Electronic Vendor Payment Solutions** for additional information regarding electronic payment methods.

## **1.42 Termination**

The State of Louisiana has the right to terminate the Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Contract with the State of Louisiana; (c) conflict of Contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 *et seq.*) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **1.42.1 Termination of the Contract for Cause**

The State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30)

days, begun in good faith to correct such 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.

The 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 the Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **1.42.2 Termination of the Contract for Convenience**

The State of Louisiana may terminate the Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

#### **1.42.3 Termination for Non-Appropriation of Funds**

The continuance of the Contract is contingent upon the appropriation of funds 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 or 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 are not appropriated.

#### **1.43 Assignment**

The Contractor shall not assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **1.44 No Guarantee of Quantities**

The State reserves the right to increase/decrease the number of temporary IT Staff utilized as project requirements change.

Neither the State nor Agency obligates itself to Contract for or accept more than their actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds.

#### **1.45 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Office of Technology Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting Contract for a period of five (5) years from

the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.46 Civil Rights Compliance**

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 Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

#### **1.47 Record Retention**

The Contractor shall maintain all records in relation to the Contract for a period of at least five (5) years after final payment.

#### **1.48 Record Ownership**

All records, reports, documents, or other material related to any Contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the Contract.

#### **1.49 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the Contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50 Contract Changes**

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the Contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

#### **1.51 Substitution of Personnel**

The State intends to include in any Contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

The Contractor's personnel assigned to a Task Order as a result of the **Tier Two** process shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside the Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

## **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

## **1.54 Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly 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>.

### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.54.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

#### **1.55 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee 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.

#### **1.56 Clean Air Act**

The Contractor hereby 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 non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

#### **1.57 Energy Policy and Conservation Act**

The Contractor hereby 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).

#### **1.58 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

#### **1.59 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **1.60 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the

termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

#### **1.61 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the 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 the Contract.

#### **1.62 Commissioner's Statements**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

#### **1.63 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **1.64 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### **1.65 Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.



## 1.66 Key Internal Control Outsourcing

NOT REQUIRED FOR THIS RFP

## 1.67 Cooperative Purchase

It is the intent of the Office of State Procurement (OSP) to accommodate cooperative purchasing in any contract awarded from this solicitation.

As described below, Non-OTS State Agencies, Political Subdivisions of the State, Quasi State Agencies, External Procurement Units, and Agencies of the United States Government are to be authorized (potential) users of the contract(s) resulting from this solicitation, subject to the pricing and terms set forth in the contract(s).

- Non-OTS State Agencies include, but are not limited to, any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana that is not included in **Attachment I: OTS State Agencies**.
- Political Subdivisions of the State include, but are not limited to, parish governments, municipal governments, school districts, human service districts, local governments and public utilities.
- Quasi State Agencies include, but are not limited to, non-profit or for-profit organizations created by the State of Louisiana or any political subdivision or agency thereof, or any special district or authority, or unit of local government, to perform a public purpose.
- External Procurement Units include, but are not limited to, buying organizations not located in the State of Louisiana, which, if located in the State, would qualify as a public procurement unit.

The current list of approved cooperating purchasing entities (including political subdivisions, quasi state agencies and external procurement units) is maintained and regularly updated on the OSP website at: <http://www.doa.la.gov/pages/osp/aboutus/approvedquasiunits.aspx> and may be used as a reference.

Bidders or contractors may prospectively choose to partially or entirely 'opt-out' of accommodating cooperative purchasing for such contract(s) by sending formal written notification of same to the Office of State Procurement. This notification should clearly specify which individual type(s) of cooperative purchasing entities the bidder/contractor is choosing to not allow to participate in contract cooperative purchasing. Any purchase orders received by the contract-holder from cooperative purchasing entities prior to the contract-holder's opt-out notification to OSP must be honored in accordance with the contract.

The extent of participation (or non-participation) by any vendor in cooperative purchasing will not affect the award of any contract(s) resulting from this solicitation.

## 1.68 Contract Usage Reports

The Contractor shall submit detailed sales data reports **quarterly** to the Office of State Procurement Contracts Manager for the contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the Office of State Procurement is the responsibility of the Contractor without prompting or notification by the Office of State Procurement Contracts Manager. If these reports are not submitted in a timely manner, the Office of State Procurement shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Purchasing/Vendor Center/Vendor Forms: <http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>. In addition, the person's name who compiled the report and their contact information shall be provided. The State reserves the right to request copies of any purchase orders issued against the contract.

The usage reports should be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

OTS is soliciting proposals from firms that are able to provide temporary IT staffing support services in one (1) or more of the following Staffing Support Areas:

1. Application Support
2. Technical Support Services
3. Support Services
4. Information Security
5. Geographical Information System (GIS)

Additional information and job titles and descriptions associated with each Staffing Support Area may be found in **Attachment II: Staffing Support Areas**.

To fulfill the State's needs, a two-tiered procurement is being utilized. In Tier One, this RFP will be used to award multiple Staffing Support Contracts for each Staffing Support Area. The Tier Two process outlined in **Section 2.1.1 Tier Two Process** will be used to issue Task Orders for specific temporary IT staffing support services identified by OTS. **The maximum amount allowed per Task Order shall be \$2,000,000 per year or for multi-year Task Orders up to three (3) years with \$2,000,000 maximum per year for a total allowable of \$6,000,000.**

Contracts resulting from this procurement shall not be construed to require the State to use these Contracts exclusively for temporary IT Staffing Support. The State reserves the right to procure such IT services using traditional procurement methods when it is in the best interest of the State to do so.

#### **2.1.1 Tier Two Process**

The purpose of **Tier Two** is for OTS to issue a Staffing Support Task Order for specific IT staffing support services in any of the Staffing Support Areas identified in **Attachment II: Staffing Support Areas**.

##### **2.1.1.1 Tier Two Procedures**

During Tier Two, OTS will utilize any of the following procedures prior to issuing a Task Order:

1. Prepare a Staffing Support Request for Response (RFR). A RFR is an informal process used to seek additional information to assist the State Chief Information Officer (CIO) make a best value determination. The RFR may include, but is not limited to, the following:
  - a. A performance-based statement of work that includes such things as:
    - i. the work to be performed;
    - ii. location of the work;
    - iii. period of performance;
    - iv. deliverable schedule;
    - v. applicable performance standards;
    - vi. acceptance criteria;

- vii. any special requirements (e.g. security clearances, special knowledge, etc.).
  - b. a request for submittal of a project plan for performing the task and information on the Contractor's experience and/or past performance performing similar tasks;
  - c. a request for submittal of firm-fixed hourly rates for the service which are no higher than the hourly rates offered in the Staffing Supporting Contract.
- 2. The CIO may issue a Task Order by allowing Contractors to give oral presentations in lieu of written response to a RFR. The RFR or invitation to present will be sent to all Tier One Contractors holding a contract in the pertinent Staffing Support Area.

A minimum of one (1) week will be provided for submittal of a response to the RFR. A minimum of two (2) weeks will be provided to prepare an oral presentation.

Each Contractor should respond to the RFR with either a RFR Response or a written notification that no RFR Response will be submitted.

#### **2.1.1.2 Evaluation and Selection**

OTS will make a best value determination to place the Task Order with the Contractor that meets the State's needs.

The best value determination will consider pricing and such factors as the Contractor's:

- technical qualifications;
- administrative costs;
- qualifications and experience of proposed staff;
- compatibility with OTS's environment;
- effective utilization of Contractor and State resources;
- understanding of the State's needs.

#### **2.1.1.3 Task Order**

OTS will issue a Staffing Support Task Order using the model Staffing Support Task Order identified as **Exhibit A** which will incorporate OTS and project specific information as necessary. It will also incorporate a Statement of Work (SOW) specifying the details of the work to be performed and authorized under the Task Order. If agreement is not reached on the terms of the Task Order within ten (10) business days or if the selected Contractor fails to deliver the specified resources within ten (10) business days or an alternative schedule approved by OTS, OTS may elect to cancel the Task Order and issue the Task Order to the Contractor offering the next best value to OTS.

(Note: As mandated under TIER ONE, the general terms and conditions for all Staffing Support Contracts (SSC) for each Contractor will be agreed upon by the Contractor and OTS prior to the TIER TWO process and will not be negotiated in TIER TWO).

#### **2.1.2 OTS Technical Architecture**

The following list is not inclusive of all systems used by OTS State Agencies, but provides a general outline of the major systems in use.

## Infrastructure

- Microsoft Windows Server
- SuSE Linux Enterprise Server
- Novell Open Enterprise Server
- Red Hat Linux Enterprise Server
- Windows XP and Windows 7 desktops
- IBM z/VM and the SuSE Linux Enterprise Server guests
- VmWare ESXi and various guests
- Novell eDirectory
- LDAP
- Active Directory
- SAN storage
- DNS
- DHCP
- FTP services
- GroupWise Messenger
- Web proxy products
  - SQUID
  - Websense
  - Novell Access Manager
- Enterprise management tools
  - Novell ZENworks
  - Microsoft Systems Center Configuration Manager
  - Absolute Manage
  - Appsense
- Web services
  - Apache
  - IBM WebSphere
  - JBoss
  - Microsoft Internet Information Services
  - Tomcat
- Enterprise application services
  - Adobe Live Cycle
  - Adobe Flex
  - BMC Remedy
  - Document Imaging
  - Groundwork
  - HP WebJetAdmin
  - Hyperic HQ
  - Lexmark Markvision
  - Moodle
  - Oracle Content Management
  - IBM Rational
  - IBM Curam Framework
  - WebEx
- Mobile technologies

- Blackberry
  - Skype
  - faxing
- Multimedia MacG5 and Kiosks
- Rational Suite of Products
  - BuildForge
  - ClearCase
  - ClearQuest
  - ReqPro
  - RQM
  - RAD
  - Doors Next generation
- Zena and Zeke Administration
- ADABAS
- NATURAL
- SHADOW
- IBI-Primary Connection for Services
- IBI iWay Tools
- DB2 Connect
- Ricoh ProcessDirector

#### **Database Administration**

- DB2
- SQL Server
- Oracle

#### **Security**

- Websense
- Squid
- Novell IDM
- SSO Linux Firewall and access admin
- eDirectory scripting and LDIF file imports
- Novell eDirectory
- Microsoft Active Directory
- IBM RACF
- Secure FTP
- Zenworks Full Disk Encryption
- Symantec Enterprise Protection

#### **Communications**

- Cisco network devices
  - Application Control Engine
  - Firewalls
  - Routers
  - Switches
  - VPN Concentrator ASA5550
- Novell Access Management

- Novell provisioning
- eDirectory systems

## **2.2 Deliverables**

Each Staffing Support Task Order issued as a result of the Tier Two process shall specify the deliverables required from the Contractor for that Staffing Support Task Order.

## **2.3 Hourly Rate Table**

Rates proposed by the Proposers shall be submitted on the Hourly Rate Table by Staffing Support Area furnished herein on **Attachment III: Hourly Rate Table**, of this RFP. Rates submitted shall be firm for the term of the Contract.

In providing hourly rates, Proposers should consider the varying skills and experience of staff which they may offer during the Tier Two process. Hourly rates proposed during the Tier Two process must be equal to or lower than the rate offered in the Tier One proposal and agreed to in the Staffing Support Contract.

Any anticipated travel or other expenses required to meet the requirements must be included in the proposed hourly rate.

## **2.4 Location**

### **On-Site and Remote Facilities**

The Task Order governing a specific assignment will specify the State office, if any, that constitutes a Contract Staff's On-Site Facility for the duration of the assignment.

The State may also require the Contract Staff to provide services at one (1) or more State Remote Facilities, defined for this purpose as any State facility more than forty (40) miles from the On-Site Facility.

Alternatively, the State Project Director (or designee) may, for any given Task Order, authorize specific Contract Staff to provide services from a Contractor remote facility.

The location(s) where the work and/or service is to be performed, completed and managed shall be defined in each Staffing Support Task Order.

## **2.5 Proposal Elements**

### **2.5.1 Financial**

Proposal shall include rates per the Hourly Rate Table furnished in **Attachment III: Hourly Rate Table**, of this RFP.

## 2.5.2 Technical

### 2.5.2.1 Mandatory Requirements

The mandatory requirements are as follows:

Proposer must describe at least three (3) engagements in which it provided IT Staffing Support in each of the particular Staffing Support Area(s) for which the proposal is being submitted, within the past three (3) years. One (1) of the clients in the engagements listed above must have been in State or local government with an annual IT budget of at least \$10,000.00. All three (3) engagements should be production systems or environments, not initiatives that are still in development.

The Proposer must provide customer references for each of the engagements described in the preceding paragraph. The Proposer is to ensure that the State is able to have appropriate access to the clients listed as references, by providing information such as contact name, address, telephone number, email address, etc.

All proposed subcontractors shall also provide three (3) business references that reflect their ability to deliver the services for which they are proposed.

All references shall be provided in accordance with the requirements set forth in **Attachment IV-Format for Submitting Proposer's References** of this RFP.

The Proposer shall 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.

Any proposal that fails to satisfy these requirements shall be considered non-responsive, and shall not receive further consideration.

### 2.5.2.2 Desirable Qualifications

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Describe Proposer's business operations such as the year founded; brief history of the company discussing current size in terms of staff, revenue, and profit; and principal owners/officers of the company (**see Section 1.8.1 TAB 2**).
- Provide customer references for at least three (3) engagements in which Proposer provided IT staffing services in each of the particular Staffing Support Area(s) (**see Attachment II – Staffing Support Areas**) for which the proposal is being submitted, within the past three (3) years. One (1) of the clients in the engagements listed above must have been in State or local government with an annual IT budget of at least \$10,000,000. All three (3) engagements should be production systems or environments, not initiatives that are still in development.



- Proposer's experience in providing IT staffing services. The information provided should include the following details for at least three (3) engagements: the IT operations environment and technologies employed, number of staff provided, type of business or government entity, size of client in terms of annual revenue or budget, and duration of the engagement.
- Provide information demonstrating Proposer's financial stability such as total annual revenue, profit and cash flow, including audited financial statements for the past three (3) years, most recent Dun & Bradstreet (D&B) Business Information Report™ for the firm. (Submission of the D&B Number without the full report is insufficient). If the Proposer is not registered with D&B, Proposer may submit three (3) current written, positive credit references, in the form of signed and dated standard business letters from clients with which the Proposer has done business.
- Provide the names of all proposed Subcontractors, their contact information, and three (3) business references for each proposed Subcontractor that reflect their ability to deliver the services for which they are proposed.
- Provide for each proposed Subcontractor a brief history of their company, and information that would demonstrate financial strength and industry focus.
- Describe each proposed Subcontractor's experience in providing IT staffing services, including IT operations environments supported, number of staff available for assignment, and types of business or government entities served.
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Provide Proposer's capacity for providing the types and numbers of resources in the staffing support areas being proposed that may be required at any time over the life of the resulting engagements (see section 1.8.1 H of this RFP).
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

## **PART III: EVALUATION AND SELECTION OF STAFFING SUPPORT CONTRACTORS**

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 for each Staffing Support Area to review, evaluate, and verify information submitted by the Proposers. Each committee will evaluate only those proposals received for its Staffing Support Area. This section describes the evaluation methodology and criteria to be used to evaluate each proposal submitted. It is the State's intent to award multiple Contracts in each Staffing Support Areas

Each evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Financial Proposal ( <b>Section 3.1</b> )	30
Technical Proposal ( <b>Section 3.2</b> )	70
Total Possible Points	100

The Proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

**For a Proposer to proceed to the Financial Proposal evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the Technical Proposals will not be evaluated further and will be ineligible for award.**

The scores for the Financial Proposals and Technical Proposals will be combined to determine the overall score.

Proposers must score a minimum of fifty (50) (out of one-hundred (100)) TOTAL points (Technical and Financial combined) to be considered for selection in a Staffing Support Area.

### **3.1 Financial Proposal**

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

A sealed cost model shall be used for evaluation purposes. A copy of the sealed cost model can be obtained at the Proposal opening or by contacting the State contact person stated in **Section 1.12.2** in this RFP.

Financial Proposals will be opened only after all Technical Proposals have been evaluated. Financial Proposals for each Staffing Support Area will be evaluated independently of the other Staffing Support Areas. **A maximum score of 30 points will be assigned in each Staffing**

**Support Area based on the hourly labor rates submitted by the Proposer on the schedule provided in Attachment III: Hourly Rate Table.** The Financial score will be calculated as follows:

- The Proposer shall provide three (3) hourly rates for each of the job titles in the Staffing Support Areas being proposed listed in **Attachment III: Hourly Rate Table** of this RFP. The State has allocated a specific number of hours for each job title for the purposes of computing a total cost for the Rate Sheet Model that can be factored in. These hours will be revealed in the sealed cost model. 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.
- A proposer's base Financial Score will be based on the financial information provided in **Attachment III: Hourly Rate Table** of this RFP and the sealed cost model. It will be computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 30)$$

Where:            BCS = Computed cost score (points) for Proposer being evaluated  
                      LPC = Lowest proposed cost of all Proposers  
                      PC = Total cost of Proposer being evaluated  
                      FPP = Financial Proposal Points

### **3.2 Technical Proposal**

A maximum of 70 points have been assigned for qualifications of the Proposer. Items to be evaluated in each Staffing Support Area include, but are not limited to: the depth and relevance of Proposer's experience in providing technical staff augmentation services; public sector experience; demonstrated commitment to employee training and certification in ITIL processes as well as technical specialties. Proposer responsibility will be determined by the firm's financial strength, stability, and integrity.

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the Technical Proposal. Such factors include:

- **Company Background and Experience providing technical staff augmentation (40 Points)**
- **Approach and Methodology used to identify, recruit, train, and retain staffing resources (30 Points)**

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Performance requirements for the Tier One Staffing Support Contracts include:

- Timely submittal of a RFR Response or written notification that no RFR Response will be submitted
- Timely response to the State's invitation to give an oral presentation.

Specific performance requirements for each Staffing Support Task Order will be provided in the RFR or the invitation to give an oral presentation. Such performance requirements include the results to be achieved from the project, the deadlines for timely completion, and any special requirements for performance.

### **4.2 Performance Measurement**

The State will measure and evaluate the Contractor's Tier One Staffing Support Contract performance as follows:

- Percentage of RFR Responses submitted
- Response time
- Timely resolution of problems
- Accurate processing of invoices

For each Staffing Support Task Order, Contractor will provide day-to-day project management using best management practices for all tasks and activities. The Contractor will document and deliver to OTS the results and approval by OTS personnel of each completed assignment. OTS will measure the Contractor's performance by the quality of the completed assignment.

Status reports will be delivered to OTS as requested. Status reports will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues. Status reports will be delivered to OTS upon request.

## **Attachment I: OTS State Agencies**

**Disclaimer: This list is subject to change. The State reserves the right to modify this listing as needed.**

### **Department**

DEPARTMENT OF CHILDREN & FAMILY SERVICES (DCFS)  
DEPARTMENT OF CORRECTIONS (DOC)  
DEPARTMENT OF ECONOMIC DEVELOPMENT (LED)  
DEPARTMENT OF EDUCATION (LDE)  
DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)  
DEPARTMENT OF HEALTH (LDH)  
DEPARTMENT OF NATURAL RESOURCES (DNR)  
DEPARTMENT OF PUBLIC SAFETY (DPS)  
DEPARTMENT OF REVENUE (LDR)  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD)  
DEPARTMENT OF VETERANS AFFAIRS (DVA)  
DEPARTMENT OF WILDLIFE & FISHERIES (WLF)  
ALCOHOL TOBACCO CONTROL (ATC)

### **DIVISION of ADMINISTRATIVE LAW EXECUTIVE DEPARTMENT**

Division of Administration (DOA)  
Office of the State Inspector General (OSIG)  
Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)  
Louisiana Public Defender Board (LPDB)  
Louisiana Board of Tax Appeals (LaBTA)  
Office of Elderly Affairs (OEA)  
Louisiana State Racing Commission (LRC)  
Office of Financial Institutions (OFI)  
Office of Group Benefits (OGB)  
Office of Risk Management (ORM)  
Disaster Recovery Unit (DRU)  
Office of Coastal Protection and Restoration Authority (CPRA)

LOUISIANA WORKFORCE COMMISSION (LWC)  
YOUTH SERVICES, OFFICE of JUVENILE JUSTICE (OJJ)

## **Attachment II: Staffing Support Areas**

The Staffing Support procurement method offers the State a flexible means of contracting for temporary IT personnel (Staff). The job titles that can be contracted with this procurement method are classified into five (5) functional areas or Staffing Support Areas: Application Support, Technical Support, Support Services, Information Security and Geographic Information System. The Staffing Support Areas and the job titles within each Staffing Support Area are defined below.

### **Staffing Support Area 1 - Application Support**

The Contractor should provide programming/analyst personnel with a wide range of knowledge and experience in, but not limited to, the following:

- Performing services to ensure that IT system modifications capitalize on agency architectures and State IT standards;
- Providing system modifications that are interoperable and interface with other systems and networks;
- Providing system modifications that are reliable and easily maintainable;
- Providing support for web-enabled applications that includes, but is not limited to:
  - Develop, test and deliver Web sites, applications and components;
  - Develop site navigation by categorizing content and funneling traffic through content;
  - Develop site content and graphics by designing images, icons, banners, audio enhancements, etc.;
  - Write Hypertext Markup Language (HTML) code, Dynamic HTML code, JavaScript code, Java code, C#, C++, ASP, .NET, Php, Visual Studio.NET, Adobe Flex, IBM Curam Framework v5.2 and higher, JSP, and XML code;
  - Translating requirements into Web-based solutions, including complex Web sites;
  - Integrating Web pages and applications to serve as stand-alone Web sites or the front-end to Web-based applications;
  - Using Internet protocols or Web-based technologies, such as, but not limited to: HTML, PERL, Javascript, Java, Websphere and Apache;
  - Design and develop Portal(s);
  - Provide Web site branding;
  - Utilize numerous software applications related to Web site development, including, but not limited to: Frontpage, Visual Studio, Adobe Photoshop, Adobe GoLive, Homesite, Active Server Pages, JavaScript, Cold Fusion, VBScript, MS Access, SQL Server, Internet Information Server, Index Server, HTML, Websphere, Apache, Dynamic HTML, XML, NOTES/DOMINO, Oracle Portal, IBM RAD and MyEclipse, DOORs Next Generation, AGS Zena and other related products;
  - Design and develop GIS applications for the ArcGIS platform;
  - Apply new and emerging technologies to Web page development;
  - Provide services within Web Applications that include imaging, digitizing, workflow and electronic document management;
  - Code, configure and maintain middleware such as HATS Webservices, iWay Products that migrate data between legacy Natural systems and Web-based system (from DB2 to Adabas);

- Providing modifications to in-house and vendor-supplied applications software;
  - Programming languages and software tools utilized include, but are not limited to: COBOL, CICS, NATURAL/ADABAS, Shadow, Shadow Studio, Advanced Function Presentation (AFP), C++, C#, JAVA, VISUAL BASIC 6, POWER BUILDER, Visual Studio.NET, FORTRAN, SAS, GIS, Adobe Flex, IBM Curam Framework v5.2 and higher, ASG Zena, WAS 8, JBoss 5, Adobe Lifecycle ES4 Designer, Mobius, NAM, Rational Administrator, Python, DATABUS (PL/B), Sharepoint, SAP ABAP, Oracle Business Intelligence, Oacel Discoverer, Oracle Apex, IBM RAD v7 and higher, Web Services, Host Access Transformation Services (HATS) macros and webservices, Corticon, iWay Products (Service Manager, Data Migrator, Data Steward Portal, Master Data Center, and Data Quality Center) and Crystal Reports;
  - Data access technologies utilized include, but are not limited to: DB2, Oracle, ADABAS, Microsoft SQL Server, Microsoft Access, PostgreSQL, and VSAM;
- Provide support of mobile applications for both iOS and Android platforms using HTML, CSS JavaScript (i.e. Apache Cordova). Support includes, but is not limited to:
  - Design and delivery of cross platform mobile applications either through Web, Hybrid or Native approaches and frameworks;
  - Utilization of native technologies or mobile frameworks such as HTML5, PhoneGap / Cordova, JavaScript, CSS3, JQuery Mobile, Objective C;
  - Integration through web services and APIs and the common standards such as XML, JSON, Rest and OAuth;
- Participating in a conversion from one software application to a new software application;
- Participating in a conversion of data from one database to another database;
- Providing modifications to Enterprise Resource Planning (ERP) solutions;
- Provide advanced level support for Ricoh ProcessDirector processing;
- Develops, test and debugs code for the support of a record and information management system; Provides ongoing application, infrastructure and technical support to ensure business continuity. Plans system upgrades and patches, establishes fail-over plans, and oversees testing environments.

## **IT Job titles for this Staffing Support Area 1 include:**

### **Application Programmer**

The duties of an Application Programmer include, but are not limited to:

- Individually meet with users to determine needs; write program and/or system specifications and guidelines for moderate size systems;
- Provide technical assistance to less experienced or less knowledgeable employees; serve as liaison between programmers and other supervisory personnel;
- Design, code, compile, test, debug, modify and document new or existing applications programs within accepted standards, procedures and guidelines;
- Demonstrate advanced knowledge/use of JCL (or other control languages) and system utilities in the applications environment;
- Identify, research and resolve program, machine, data, or system software problems, frequently on an individual basis in consultation with other employees and/or users;
- Review the work of programmers for assigned systems responsibility to ensure data integrity and availability;

- Assist in the evaluation of user requests for changes to determine specific tasks and effects on existing programs and systems; discusses and explains program and system modifications to users and writes user guides and other documentation;
- Analyze changes, enhancements, and/or systems designs to ensure data integrity and availability.

### **Senior Application Programmer**

The duties of a Senior Application Programmer include, but are not limited to:

- Individually respond to computer system emergencies and resolve problems independently or in consultation with other Information Technology applications staff or end user personnel;
- Research and resolve program, machine, data or system software problems of a highly technical nature, frequently interacting with other employees, supervisors, or users;
- Provide expert advice, assistance or guidance of a highly technical nature concerning specialized application tools, hardware, software, or databases;
- Provide specialized training to Information Technology applications staff on databases, tools, techniques, and procedures relevant to applications maintenance and development;
- Research new developments in hardware and software and keeps abreast of the latest developments and studies involving computer-related procedures and methods;
- Design, code, compile, test, debug, modify, and document new or existing highly complex applications programs within accepted standards, procedures and guidelines;
- Implement complex in-house and vendor-supplied applications software;
- Evaluate, analyze and prepare information and recommendations on technical solutions or options related to operating and managing an information system;
- Independently define data elements; design structures for databases; write and compile definitions and descriptions of data elements into dictionary form for use by professionals and users. Write user guides and other documentation; meet with users to determine needs and parameters to evaluate results; train users in programs or systems;
- Evaluate and analyze requests for enhancements or development projects of a highly complex nature;
- Solely responsible for the preparation and supervision of formal system test procedures of highly complex application systems;
- Prepare and monitor work plans and schedules to ensure timeliness, data integrity, and availability on a project basis.

### **Application Administrator**

The duties of an Application Administrator include, but are not limited to:

- Oversee the installation, administration, configuration and support of applications (e.g. Salesforce, FileNet, SummationPro, Nagios, Jira, Jama, AWS, Azure, Oracle APEX, Tableau, PowerBI, SAP Portal, SAP BO, SAP GW, Lotus Notes/Domino, Oracle APEX);
- Coordinate enhancement, modifications or upgrades with users, developers, business analysts, infrastructure teams, governance groups, and change management teams with a goal of aligning testing processes;
- Produce documentation related to the provisioning, maintenance and support of the system;
- Produce roll-back procedures and information related to validation and components;
- Provide training to new users and take the lead when troubleshooting system problems;



- Ensure process control activities are aligned with system performance.

### **Senior Application Administrator**

The duties of a Senior Application Administrator include, but are not limited to:

- Provide advanced expertise for the administration, configuration and support of applications;
- Architect application deployment processes and strategies that align with State standards for application monitoring, lifecycle management, failover disaster recovery and security;
- Provide expertise with integration with State Enterprise Architecture Services, specific APIs, identity management, document repositories and related services;
- Design application-specific failover process and strategies to ensure services align with defined Service Level Agreements;
- Develop integration strategies and validation processes such that audit capabilities are incorporated and easily utilized.

### **Application Database Administrator**

The duties of an Application Database Administrator include, but are not limited to:

- Knowledge and experience with DB2, Oracle, ADABAS, Microsoft SQL Server, Microsoft Access, PostgreSQL, and VSAM;
- Provide primary database architectural and administrative support (Data Modeling, Attribution, Referential Integrity and Database Security);
- Evaluate, and recommend changes to the database environment based on analysis of the monitoring effort;
- Oversee the physical database design including physical file characteristics, backup and recovery requirements, security requirements and physical space requirements dictated by the database design;
- Recommend additional software based on the analysis of available software and Database Management System (DBMS) requirements;
- Supervise the installation and testing of DBMS software; create and manage database objects – schemas, views, tables, stored procedures, triggers, partitioning, cluster and indexing strategies;
- Provide the audit ability of the database to insure data integrity, detection of missing data, late transaction reporting and untimely error correction;
- Evaluate and complete a conversion from one database to another database (structure and data);
- Conduct backup and recovery via Image Copy, Flashcopy, etc; reorganize databases;
- Conduct performance monitoring and tuning.

### **System Database Administrator**

The duties of a System Database Administrator include, but are not limited to:

- Responsible for architecture, design, build, configuration, upgrading, administration, monitoring, maintenance and security of database system;
- Responsible for software upgrades, implementation of planned maintenance, security, operating system and firmware patches;
- Provide database strategies to maintain and improve system integrity;

- Troubleshoot incidents; determine root causes, find/implement solutions.

### **Graphics Designer**

The duties of a Graphics Designer include, but are not limited to:

- Meet with State staff to determine the scope of a project;
- Advise State on strategies to reach a particular audience;
- Determine the message the design should portray;
- Create images that identify a product or convey a message;
- Develop graphics for logos and websites;
- Select colors, images, text style, and layout;
- Present the design to State;
- Incorporate changes recommended by the State into the final design;
- Review designs for errors before printing or publishing them;
- Ensure that coding standards are met; optimizing the web architectures for navigability and accessibility;
- Utilize specialized graphic design software to prepare designs;
- Keep up to date with the latest software and computer technologies;
- Plan site design by clarifying goals; designing functionality;
- Develop site navigation by categorizing content; funneling traffic through content;
- Develop site content and graphics by coordinating with copywriters and graphic artists; designing images, icons, banners, audio enhancements, related site enhancements;
- Prepare site by installing and configuring server software; installing programming language using authoring and formatting tools; ensuring cross-platform compatibility; establishing links;
- Establish locatability by registering with search engines;
- Upgrades site by updating content and graphics; monitoring performance and results; identifying and evaluating improvement options; introducing new technology; maintaining links;
- Protect site by designing and installing security precautions;
- Maintain site appearance by developing and enforcing content and display standards; editing submissions;
- Provide information by collecting, analyzing, and summarizing data and trends.

### **Staffing Support Area 2 - Technical Support Services**

The Contractor should provide technical support personnel with a wide range of knowledge and experience in, but not limited to, the following:

- Work that requires the assistance of a technician to resolve problems encountered by end users. Work may be performed remotely or onsite for users located in central or geographically dispersed offices. Common examples include a desktop or laptop computer failure, a printer or server failure, connectivity problems, or any other localized issue that cannot be resolved by the end user. Examples of specific staff assignments include but are not limited to:
  - Create service tickets and update tickets appropriately as work is performed and as status changes;
  - Maintain, troubleshoot, and support printers and other peripherals;
  - Install, configure, and deploy desktop and telephone hardware and software;
  - Manage user access (establish user accounts, reset passwords, etc.);
  - Perform moves, adds, and changes;

- Troubleshoot and resolve desktop and telephone hardware and software issues;
- Publish applications, upgrades, and fixes to end users' desktops;
- Configure, install, and deploy new workstations;
- Support for mobile devices such as a Blackberry and active sync devices such as Android phones and iPhones, with password protection and enabled and remote wipe functionality;
- Perform training/instruction;
- Develop User Guides;
- Administer centralized systems for configuration management and service management;
- Administer centralized systems for endpoint security and encryption;
- Administer centralized systems for user and device profile management;
- Administer centralized systems for user and device policy management;
- Provide end user and operational support for Records Management services. Duties include providing desktop support, identifying and resolving issues with imaging equipment and resolving public accessibility issues.
- Support services for the maintenance, operation, and monitoring of IT assets, whether within the data center or in remote locations. It includes hardware, software, networks, and facilities. At the highest level, it addresses the ITIL Technical Management Function and the Operations Management Function which in turn consists of IT Operations Control and Facilities Management. Staff may be assigned to analyze, design, procure, install, deploy, configure, test, monitor, maintain, operate, and/or troubleshoot components of the IT infrastructure. Because OTS supports a variety of technical environments, the technical skills, experience, and certifications required for any given placement will be specified by the Tier Two SOW. Examples of specific staff assignments include, but are not limited to:
  - Responsible for architecture, design, build, configuration, upgrading, conversion, administration, monitoring, maintenance, recovery and security of DB2 LUW (Linux, Unix, Windows), MySQL, SQL Server (2008 and higher), Microsoft Access, ADABAS, or Oracle (v10-v12) databases;
  - The design, development, implementation and optimization of Microsoft Exchange Server. Will troubleshoot incidents, determine root causes and find/implement solutions. Will assist in software upgrades, implementation of security patches and planned maintenance;
  - Resolving problems with Active Directory (AD) issues; create architectural documentation for AD infrastructure improvements; analyze, design, document and deploy large scale AD environments; participate in AD migration and consolidation projects; assist in development and maintenance of Group Policy, user account management, backup and restore management of AD objects, and auditing;
  - Operation, maintenance and support of Microsoft Windows Server/database/SAN platforms located in State data centers which includes monitoring, alerting, troubleshooting, provisioning, configuring hardware and software, patching, upgrading, and performance monitoring/tuning; assist with data center migrations, server upgrades, and operating system and firmware patching.
  - Administration, maintenance, optimization and debugging of Unix/Linux operating systems and associated software, and infrastructure management from provisioning and configuration to orchestration and reporting;
  - Working closely with various State staff as part of a VMware Support team to create and maintain a strong hardware and software solution for the VMware environment. Will support architectural development and also deployment of new installations and solutions in an ever expanding VMware environment. Duties include maintaining the VMWare environment to a defined availability target; diagnose technical and

- operational software problems on installed systems with resolution within defined SLA's; diagnose and solve hardware problems, working with vendors as applicable; plan and/or schedule installations of new server hardware and associated supporting peripherals; plan and test new VMWare releases and software products, and coordinate upgrade projects; monitor, track and compare system performance using testing, monitoring, and analysis tools;
- Resolving problems with Lotus Notes and Domino systems; create and maintain architectural documentation for Domino infrastructure improvements; administer, analyze, design, document, deploy, and maintain large scale Domino environments through such areas as clustering, expanded monitoring configurations and replication/mail routing topologies; participate in Domino migration and consolidation projects; assist in development and maintenance of Domino policy, user account management, backup and restore management of email and applications objects, and auditing; assists with Domino software upgrades, implementation of security patches and planned maintenance;
  - UNISYS Clearpath Dorado Mainframe support for installing, configuring, and implementing OS2200 solutions. Duties include installation of new software product versions/releases; research and apply proactive software maintenance; providing input on infrastructure architecture; conduct production readiness inspections of change events, assessing impacts and risks; develop wellness check scripts, processes and procedures; assist with root cause investigation; and documenting changes to infrastructure configuration;
  - Installing, configuring, and implementing IBM mainframe z/OS solutions. Duties include installation of new software product versions/releases; research and apply proactive software maintenance; providing input on infrastructure architecture; conducting production readiness inspections of change events, assessing impacts and risks; develop wellness check scripts, processes and procedures; assist with root cause investigation; and documenting changes to infrastructure configuration;
  - Installing, configuring, customizing, troubleshooting IBM mainframe z/VM and z/LINUX operating systems and related components. Duties include provisioning and driving technology roadmaps; diagnosing, isolating, and debugging software problems and performing problem resolution; reviewing and designing system software and hardware builds and analyzing system options and impacts on the overall infrastructure; developing and documenting the framework for integration and implementation for changes to technical standards; coordinating installation, testing, and maintenance of systems software; and reviewing security patches and audit requirements for additions or changes to the system;
  - Installing, configuring, customizing, troubleshooting IBM mainframe DB2 for z/OS. Duties include installation of new software product versions/releases; researching and applying proactive software maintenance; and assisting with diagnosing problems and performing problem resolution;
  - Installing, configuring, customizing, troubleshooting ADABAS and related products for z/OS. Duties include installation of new software product versions/releases; researching and applying proactive software maintenance; and assisting with diagnosing problems and performing problem resolution;
  - Identifying State requirements for the architecture and configuration of appropriate IBM mainframe DASD solutions; identifying issues and assisting in the resolution of those issues; and recommending options for advanced functions relative to System z and to open systems;

- Design, installation, configuration and maintenance of IBM mainframe tape storage systems and to monitor system performance and system capacity and report on those characteristics on a regular basis;
- Assistance with data storage, backup, restore, archive, day-to-day administration, and maintenance of the storage infrastructure (EMC, Compellent, EqualLogic, IBM DS Family, IBM SVC, HP). Duties will also include working incident tickets, problem resolution and service requests for routine configuration, restoration and recovery, higher level issues escalation, troubleshooting, and resolution; monitor and report on utilization and capacity metrics; and assist with data migration as part of data security and information lifecycle management;
- Assist with storage administration in an enterprise NAS environment (QNAP, Dell, EMC, Synology, D-Link). Duties include installation, configuration, testing and implementing storage management software and hardware; monitor and report on performance, use and availability of storage resources; troubleshoot storage related issue and take appropriate actions; define and adhere to service level agreements regarding storage allocations, limitations and availability; and respond to and resolve storage access and retrieval issues;
- Assistance with implementation and support of the State's backup storage infrastructure (IBM Tivoli Storage Manager, CommVault, Dell AppAssure, Vrange, EMC Avamar). Duties include studying and analyzing the performance and capacities of the systems and peripheral equipment/systems and prepare plans for future expansion and upgrades; assist in ensuring all servers are running at optimal capacity; proactively identify opportunities for improvements to existing processes and for automation of time-consuming tasks; design, test, document, and implement security or regulatory standards to harden managed systems; install system patches and application updates; conduct audit compliance assessments and initiate corrective actions; devise, apply and monitor backup and recovery solutions to ensure protection of data; and resolve incident management tickets as they arise and ensure timely resolution;
- Assistance with designing, supporting, and maintaining tape storage devices (IBM 3584 and 3494 Tape Library). Duties include planning, scheduling, coordinating system changes; administering enterprise level backup solutions; monitor and troubleshoot storage performance; and recommend storage infrastructure solutions;
- Assistance in administration and support of the State's fiber channel network system. Duties include network monitoring, performance analysis, and fault / problem management; Brocade router / switch configuration implementation, troubleshooting and maintenance; and performing network planning, performance management, capacity planning, testing and validation, risk assessment, benchmarking, and security impact analysis;
- Assistance in administration and support of the State's iSCSI infrastructure. Duties include network monitoring, performance analysis, and fault / problem management; perform Dell switch configuration, implementation, troubleshooting and maintenance; and performing network planning, performance management, capacity planning, testing and validation, risk assessment, benchmarking, and security impact analysis.
- Network and Network Security Support Services consisting of the administration of policies adopted to prevent and monitor authorized access, misuse, modification, or denial of a computer network and network-accessible resources. Network security involves the authorization of access to data in a network, which is controlled by the network administrator. Users choose or are assigned an ID and password or other authenticating information that allows them access to information and programs within their authority. Network security covers a variety of computer networks, both public and private, that are

used in everyday jobs; conducting transactions and communications among businesses, government agencies and individuals. Networks can be private, such as within a State agency, and others which might be open to public access;

- Publish/Deploy applications features and tools, upgrades, patches and fixes to end users' desktops for standard software to include, but not limited to: Microsoft Windows XP and Windows 7, Microsoft Office Suite, Lotus Notes, MicroStation, Projectwise, and other CAD and GIS related software packages;
- Install/Configure new workstations, hardware, device drivers, system BIOS, firmware upgrades, security patches; local printing/plotting/scanning capability including large format hardcopy devices to include, but not limited to: HP and OCE' plotters and scanners;
- Capacity planning and relocation assistance for equipment purchased, replaced/displaced or upgraded;
- Perform training/instruction, user guide development.

### **IT job titles for this Staffing Support Area 2 include:**

#### **End User Technical Support Analyst**

The duties of an End User Technical Support Analyst include, but are not limited to:

- Responsible for Level 1 service desk support and is the first contact for answering any calls to the help desk. These staff will evaluate the caller's request and provide basic troubleshooting and assistance to resolve the request;
- Responsible for basic onsite/desk-side hardware and software device support including basic troubleshooting, hardware replacement and software installation;
- Responsible for remote software and device support and problem resolution which includes advanced troubleshooting, installation and configuration.

#### **Senior End User Technical Support Analyst**

The duties of a Senior End User Technical Support Analyst include, but are not limited to:

- Responsible for Level 1 or Level 2 service desk support and may be the first contact for answering any calls to the help desk or will be the first level of escalation to resolve a request. These staff will perform basic and advanced phone and remote support and troubleshooting to resolve requests;
- Responsible for Basic or Advanced onsite/desk-side hardware and software device support including troubleshooting, hardware replacement, software installation and configuration tasks;
- Responsible for managing the backend systems to support the End User computing environment including Configuration and Asset Management, Antivirus and Threat Protection systems, Service Management and Network Printing systems.

#### **Data Center Technical Support Analyst**

The duties of a Data Center Technical Support Analyst include, but are not limited to:

- Perform assigned tasks of increasing complexity in the installation and maintenance of system software packages;
- Code, compile, test, debug, modify, and document new or existing in-house software utilities;
- Assist programmers and users in interfacing their application systems with system software packages, and in resolving program logic errors;

- Define data elements; design and implement logical and physical structures for databases; writes and compile definitions and descriptions of data elements into dictionary form for use by professionals and users;
- Design and write operating systems programs to support database use and management in applications programming; documents programming efforts; updates dictionary and modifies database software;
- Implement and maintain database security, maintenance utilities, and documentation;
- Perform system programming language support in accessing and creation of databases;
- Install and provide day-to-day end user support of the local area network by identifying, analyzing, testing and correcting program, machine, data, or procedural problems;
- Research, test and document network (LAN/WAN/Enterprise) operating systems, application software products, and associated peripheral hardware;
- Compile and maintain documentation of hardware and software configurations;
- Install software and hardware in order to manage, monitor and otherwise support an extensive computer systems network;
- Assist in implementing a communications system connecting the various components of an enterprise network;
- Assist in monitoring performance and efficiency of an enterprise network.

### **Senior Data Center Technical Support Analyst**

The duties of a Data Center Technical Support Analyst include, but are not limited to:

- Evaluate and recommend the selection of vendor supplied software packages; recommend and prepare specifications for modifications and customization of purchased software;
- Coordinate the installation, maintenance, and modification of vendor-supplied software (e.g., operating systems, communications managers, database management systems, compilers) for a system or complex network supporting applications critical to state business functions;
- Coordinate the design, development, and installation of in-house software packages (or modifications to vendor packages) by designing work and specifications. Consult regularly with vendors concerning software and/or hardware problems, resolutions, and system and network performance;
- Advise end-users, administrators, and technical support personnel performing network design, designing and providing documentation, instruction, problem analysis and education pertaining to specific and highly complex areas of software and network performance;
- Assist in establishing departmental policy with regard to data definition and data relationships, database design, database implementation, database operation, database security, and data accessibility;
- Perform database planning and administration, establishment of database standards and procedures, database security, database documentation, and application technical support;
- Review and determine the feasibility and advisability of proposed additions and modifications to the database;
- Install and customize software and hardware in order to manage, monitor, and otherwise support an extensive enterprise computer systems network (including mainframe(s), LANs and/or WANs, communications lines, etc.);
- Monitor network hardware resources through the implementation of a network inventory system.

- Design and implement a communications system connecting the various components of an enterprise network;
- Consult with vendors in the evaluation of software and hardware used in the management of the enterprise network;
- Consult with users on various requirements and participation in the enterprise network;
- Monitor and evaluate performance and efficiency of an enterprise network;
- Establish and manage configuration data on network software and hardware components;
- Monitor all attached devices in a complex LAN environment, such as work stations, servers, bridges, multi-station access units, etc.; analyzing performance, diagnosing performance problems, and performing load balancing.

### **Network Engineer**

The duties of a Network Engineer include, but are not limited to:

- Responsible for configuration and installation of edge switches/routers;
- Provisioning and troubleshooting basic network services (port activations, vlan/subnet creation, basic routing configuration, etc.);
- Interfacing with OTS customers and telecommunications vendors as needed;
- Configure products from multiple switch/router vendors, including but not limited to Cisco, HP, and Enterasys.

### **Senior Network Engineer**

The duties of a Senior Network Engineer include, but are not limited to:

- Responsible for design of complex networks, configuration and installation of core and aggregation switches/routers;
- Provisioning and troubleshooting advanced network services (advanced routing configuration, QoS, VOIP, etc.). Must be familiar with and able to configure products from multiple switch/router vendors, including but not limited to Cisco, HP, and Enterasys.

### **Network Security Engineer**

The duties of a Network Security Engineer include, but are not limited to:

- Responsible for configuration and installation of basic small office firewall/IPS/VPN systems;
- Configuration of edge switches/routers as needed to support security architectures;
- Provisioning and troubleshooting basic network security services;
- Basic installation/provisioning of wireless LAN security;
- Configure products from multiple security vendors, including but not limited to Fortinet, Cisco, and AirTight.

### **Senior Network Security Engineer**

The duties of a Senior Network Security Engineer include, but are not limited to:

- Responsible for the design of complex network security implementations;
- Configuration and installation of complex firewall/IPS/VPN systems;
- Configuration of switches/routers as needed to support security architectures;
- Provisioning and troubleshooting advanced network security services;
- Installation / provisioning / troubleshooting of wireless LAN security;
- Installing and managing SIEM systems;
- Configure products from multiple security vendors, including but not limited to Fortinet, Cisco, and AirTight.



### **Disaster Recovery Support Specialist**

The duties of a Disaster Recovery Specialist include, but are not limited to:

- Assist in the coordination and establishment of disaster recovery programs and business resumption planning across mainframe and client server platforms;
- Coordinate and monitor simulation testing across all platforms;
- Design and administer programs to include policies, standards, guidelines, training programs, and a viable quality assurance process for disaster recovery;
- Facilitate the preparation of an organization-wide business resumption plan;
- Maintain and improve the IT Service Continuity processes and tools used to protect critical business processes from the potential damage or loss that may be caused as a result of a disruption to the service;
- Develop and maintain supporting infrastructure and application IT Service Continuity recovery plans and risk mitigation strategies;
- Assess change efforts that may impact State's ability to maintain resiliency;
- Identify likely contingency scenarios that may jeopardize State's system availability; develop and maintain response plans procedures to respond to these scenarios; train employees and service providers to ensure their readiness to these scenarios;
- Plan and coordinate disaster recovery tests including actual failover events, emergency response simulations, tabletop exercises, and documentation reviews; measure capability against defined program KPIs, processes, procedures, and policies to manage State's IT Service Continuity ability to meet defined business requirements;
- Monitor and report on ability to meet performance targets and service levels; monitor and report investigation results of breaches of availability targets and service non-availability, and track and report on required remedial action;
- Report on tracking KPIs and dashboards to provide management with data that provides measures of success.

### **Staffing Support Area 3 – Support Services**

Support services encompass functions which, while not specific to information technology, are often necessary components. The Contractor should provide personnel with a wide range of knowledge and experience in, but not limited to, the following:

- Administration
- Business Analysis
- Documentation
- IT Application Testing
- Information Management
- Training

**Job titles for this Staffing Support Area 3 include:**

#### **Administrative Assistant**

The duties of an Administrative Assistant include, but are not limited to:

- Providing day-to-day administrative support to IT operations;
- Preparing routine reports;
- Assisting analysts, managers, and technicians with formatting, scanning, and printing documents;

- Scheduling meetings;
- Performing temporary, possibly repetitive, administrative functions such as reorganizing or populating paper or electronic files; or entering data;
- Providing operational support for records and information management activities including the operation of equipment, scanning, document review and document classification.

### **Business Analyst**

The duties of a Business Analyst include, but are not limited to:

- Define and document business functions and processes;
- Analyze the integration of business functions with technology;
- Maintain a working knowledge of accounting, procurement, finance or contract management;
- Assist with business case development and business process reengineering;
- Consult with management and personnel to identify, define and document business needs and objectives, current operational procedures, problems, input and output requirements;
- Recommend new processes that yield operational efficiencies;
- Conduct cost-benefit analysis;
- Develop or assist with project work plans, project timelines;
- Develop or assist with ITBs, RFIs, RFRs, RFPs and contracts. The Business Analyst should be familiar with State of Louisiana procurement laws and procedures, and also have experience in developing technical specifications and negotiating with vendors to acquire IT assets.

### **Audit Services Staff Auditor**

The duties of an Audit Services Staff Auditor include, but are not limited to:

- Support the audit management in preparing audit programs;
- Evaluate information/management system, internal controls and management procedures;
- Conduct defined audit procedures that assist in improving processes and performances;
- Collect and analyze data gathered from auditing processes;
- Document/report audit findings;
- Recommend process/procedural improvements.

### **Documentation Specialist**

The duties of a Documentation Specialist include, but are not limited to:

- Documenting system functionality, system design, all related system requirements;
- Composing or editing of technical documentation or end user guides;
- Maintain and disseminate documentation as needed.

### **Records and Information Management (RIM) System Analyst and Developer**

The duties of a RIM System Analyst and Developer include, but are not limited to:

- Develop, test and debug code for the support of a record and information management system;
- Provide ongoing application, infrastructure and technical support to ensure business continuity;
- Provide support for records and information management activities including the operation of equipment, scanning, document review and document classification;
- Plan upgrades and patches, establish fail-over plans, and oversee testing environments.

### **IT Tester**

The duties of an IT Tester include, but are not limited to:

- Testing IT systems and processes building defined test scripts for completion;
- Run test scripts to validate custom-developed software;
- Testing all aspects of application components for compliance with the provided specifications;
- Run network tests to isolate a performance issue;
- Provide technical/non-technical knowledge transfer of testing processes.

### **Trainer**

The duties of a Trainer include, but are not limited to:

- Training users in a class or online environment;
- Perform curriculum design and development;
- Design and populate training databases;
- Development of automated scripts;
- Conduct training programs for general staff in areas of records and information management procedures, workflows, policies, regulations and handling public records requests;
- Develop records and information management user guides and training materials.

### **Project Manager**

The duties of a Project Manager include, but are not limited to:

- Provide day-to-day project management support;
- Creation of project documentation: daily, weekly, semi-monthly and monthly status reports; project schedules and plans, meeting minutes, risks and issues, other documentation as needed;
- Activity and resource planning;
- Analyzing project risks and issues, help identify ways to mitigate risks;
- Process monitoring;
- Monitor project deliverables;
- Conduct cost/benefit analysis;
- Documentation of specifications and requirements tracking.

### **Scrum Master**

The duties of a Scrum Master include, but are not limited to:

- Guide a team and organization using Agile/Scrum best practices, methodologies and values.
- Assess the Scrum maturity of the team and organization and coaching the team to higher levels of maturity, at a pace that is sustainable and comfortable for the team and organization;
- Remove impediments or guide a team to remove impediments;
- Facilitate completion of work assignments, assigning, or dictating work assignments;
- Facilitate discussion, decision making, team building and conflict resolution;
- Assist with internal and external communication, improving transparency, and radiating information; supporting product managers to maximize return on investment (ROI) and meet the organization's objectives;
- Support and educating the Product Owner, to include, but not limited to grooming and maintaining the product backlog;

- Engage in agile delivery utilizing best agile methodology (i.e. Scrum, Kanban, SAFe, XP, etc.);
- Provide support to a team using a servant leadership style whenever possible, and leading by example.

#### **Staffing Support Area 4 – Information Security**

The Contractor should provide Information Security personnel with a wide range of knowledge and experience in, but not limited to, the following:

- Development and implementation of security mechanisms of all available types (technical, organizational, human-oriented and legal) in order to keep information in all its locations (within and outside the organization's perimeter) and, consequently, information systems, where information is created, processed, stored, transmitted and destroyed, free from threats;
- Defending information, both physical and electronic, and information systems from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction;
- Experience with EndPoint Protection, Vulnerability Management Solutions, Mobile Device management, custom automation, SIEM, Access Controls, and advanced configuration of Microsoft Active Directory.

#### **Job titles for this Staffing Support Area 4 include:**

##### **Information Security Engineer**

The duties of an Information Security Engineer include, but are not limited to:

- Customize, validate, administer and support a variety of enterprise wide information security platforms, systems, frameworks and applications, based on requirements provided by management;
- Produce implementation plans, assessments, diagrams, and standard operating procedures;
- Validate vulnerabilities while reviewing for false positives.

##### **Senior Information Security Engineer**

The duties of a Senior Information Security Engineer include, but are not limited to:

- Design, customize, validate, document, deploy, and support a variety of enterprise wide information security platforms, systems, frameworks and applications;
- Produce implementation plans, assessments, diagrams, and standard operating procedures;
- Capable of validating vulnerabilities while reviewing for false positives.

##### **Senior Information Security Analyst**

The duties of a Senior Information Security Analyst include, but are not limited to:

- Design, implement, administer, and support multiple information security platforms, systems, frameworks, and applications;
- Perform internal security risk assessments, security risk assessments of third party business partners, and detailed security risk assessments of various technologies. (Examples include directory services, database platforms, client and server operating systems, programming languages, web services, firewalls, remote access technologies,

messaging platforms, encryption solutions, wireless technologies, internally-hosted applications, externally-hosted applications, and cloud services);

- Maintain knowledge of current and emerging security, compliance, and technical developments;
- Identify current and potential future vulnerabilities and collaborate with appropriate leaders to identify, recommend, and develop risk remediation plans, and to track remediation outcomes and timelines;
- Work with management team to administer, maintain, and continuously improve regulatory compliance and internal controls, investigate known or suspected security incidents, support internal and external audits, and assist in the development of appropriate audit response Management Action Plans;
- Provide project management best practices to initiate, manage, and close projects, often simultaneously across a variety of projects;
- Create and maintain a variety of documents related to projects and information security.

### **Senior Penetration Tester**

The duties of a Senior Penetration Tester include, but are not limited to:

- Perform penetration tests of web applications, web services, mobile applications, network infrastructure, and other computer systems as assigned;
- Present written findings to teams, providing details of the vulnerabilities discovered as well as recommended remediation steps;
- Utilize network mapping, enumeration, and scanning tools in addition to being proficient in manual scripting and customizing exploitation packages.

## **Staffing Support Area 5 – Geographic Information System (GIS)**

The Contractor should provide geographic information system support with a wide range of knowledge and experience in, but not limited to, the following:

- Design, development and implementation of framework for gathering, managing and analyzing and presenting spatial or geographic data; GIS application for ArcGIS platform;
- Defend information, both physical and electronic, and geographic information systems from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction;
- Delivery and maintenance of geographic software systems for analysis, data management and visualization.

### **Job titles for this Staffing Support Area 5 include:**

#### **GIS Technician**

The duties of a GIS Technician include, but are not limited to:

- Manage geographic software systems, data management;
- Provide knowledge of geographic software system functions;
- Provide support to data users;
- Manage administrative day-to-day responsibilities.

#### **GIS Data Architect/Analyst**

The duties of a GIS Data Architect/Analyst include, but are not limited to:

- Manage geographic software systems, data management, reporting and supports data users

- Provide specialized knowledge of geographic software and spatial data;
- Provide administrative database functions such as: database design, data extraction, data transformation and loading;
- Manage database modification for integration and implementation of geographic software systems solutions;
- Implement data solutions and work to determine technological GIS needs;
- Develop, schedule and implement database maintenance plans.

### **GIS Program Manager/Specialist**

The duties of a GIS Program Manager/Specialist include, but are not limited to:

- Support day-to-day responsibilities of managing staff and overall systems;
- Work in a developmental and managerial capacity to implement the use of technology to collect geographic data for analysis, visualization and planning;
- Provide specialized support to organization to assist with data analysis for problem solving and achieving organizational objectives.

### **GIS Configuration Engineer**

The duties of a GIS Configuration Engineer include, but are not limited to:

- Design, develop and implement GIS data solutions;
- Customize, validate, administer and support a variety of tools used to manage geographic information systems;
- Provide specialized knowledge and skill set in the use of geographic software;
- Utilize data, maps, application and other resources to assist organization in decision-making and innovative technology solution.

### Attachment III: Hourly Rate Table

To be eligible for an award in a Staffing Support Area, Proposers must include hourly rates for all Job Titles listed in that Staffing Support Area.

Please Enter Proposer Name:			
Staffing Support Area	Enter Hourly Rates:		
Area 1: Application Support	On-Site Facility	State Remote Facility	Contractor Remote Facility
Application Programmer			
Senior Application Programmer			
Application Administrator			
Senior Application Administrator			
Application Database Administrator			
System Database Administrator			
Graphics Designer			
Area 2: Technical Support	On-Site Facility	State Remote Facility	Contractor Remote Facility
End User Technical Support Analyst			
Senior End User Technical Support Analyst			
Data Center Technical Support Analyst			
Senior Data Center Technical Support Analyst			
Network Engineer			
Senior Network Engineer			
Network Security Engineer			
Senior Network Security Engineer			
Disaster Recovery Support Specialist			
Area 3: Support Services	On-Site Facility	State Remote Facility	Contractor Remote Facility
Administrative Assistant			
Business Analyst			
Audit Services Staff Auditor			
Documentation Specialist			
RIM System Analyst and Developer			
IT Tester			
Trainer			
Project Manager			
Scrum Master			
Area 4: Information Security	On-Site Facility	State Remote Facility	Contractor Remote Facility
Information Security Engineer			
Senior Information Security Engineer			
Senior Information Security Analyst			
Senior Penetration Tester			
Area 5: Geographic Information System	On-Site Facility	State Remote Facility	Contractor Remote Facility
GIS Technician			
GIS Data Architect/Analyst			
GIS Program Manager/Specialist			
GIS Configuration Engineer			

#### **Attachment IV: Format for Submitting Proposer's References**

Proposer should provide at least three (3) customer references. The references should be for providing Staffing Support services as described in **Section 2.5.2.1 Mandatory Requirements** section of this RFP. Proposer should ensure that the State evaluation team is able to have appropriate access to the clients listed as references. All requested information regarding Proposer's References should be complete. If any requested information is not applicable for the reference, indicate such with "N/A".

Three (3) customer references should also be supplied for each proposed subcontractor.

Each customer reference should include the following information:

1. Client Name
2. Customer type (city government, state government, university, corporation, etc.)
3. Brief description of the client, including history, corporate structure and organization, and number of years in business.
4. Description of Staffing Support services provided to the client. This should be a high-level description of the client's IT operations and the Proposer's responsibilities within those operations.
5. Was the Proposer the prime contractor or the subcontractor?
6. Describe the technical environments supported (database, server environment, etc.)
7. Service dates: specify start and end dates for the engagement. If engagement is ongoing, indicate the expected completion date, or state that there is no predetermined end date.
8. Relevance: Describe how this experience is relevant to the one described in this RFP. List the applicable Staffing Support areas as provided in **Attachment II - Staffing Support Areas** of this RFP.
9. Reference: Provide the name, title, address, email, and telephone number of the person who can be contacted for reference verification.



## **Attachment V: Certification Statement**

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

**OFFICIAL CONTACT.** The State requests that the Proposer designate one (1) person to receive all documents and the method in which the documents are best delivered. The Proposer should 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 shall certify that the above information is true and shall grant 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 shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's Financial Proposal shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response;
5. Proposer understands that if contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer;
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly 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 VI: Sample Generic Contract**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### **1. CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

#### **2.1. PERFORMANCE REQUIREMENTS**

#### **2.2. PERFORMANCE MEASUREMENT/EVALUATION**

### **3. CONTRACT MODIFICATIONS**

No amendment or modification 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 this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

### **4. FUND USE**

Contractor agrees not to use Contract proceeds 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.

### **5. HEADINGS**

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

## **6. PAYMENT TERMS**

The State Agency shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment “\_\_”** to this Contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the Contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

## **7. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

## **8. DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

## **9. TAXES**

Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “\_\_”** to this Contract. State agencies are exempt from all State and local sales and use taxes.

## **10. TERMINATION**

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Contract with the State of Louisiana; (c) conflict of Contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **10.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

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

## **10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

## **10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **11. OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### 13. WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

### 14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

### 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use

of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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 this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this 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 this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

## **16. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (*in accordance with Section(s) \_\_\_\_\_ of the RFP*). The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## **17. LICENSES AND PERMITS**

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

## **18. 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 the invalid

term, condition or application; to this end the terms and conditions of this Contract are declared severable.

## **19. SUBCONTRACTORS**

The Contractor may 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 State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. 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.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, 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 this Contract, or is rightfully obtained from third parties.

## **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

## **25. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Dept. of \_\_\_\_\_, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

## **27. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

## **28. COMMISSIONER'S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## **29. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.



### **30. TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total Contract time may not exceed \_\_\_\_\_ months.

### **31. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

### **32. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. 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.

### **33. RECORD RETENTION**

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

### **34. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee 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.

### **35. CLEAN AIR ACT**

The Contractor hereby 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 non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **36. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby 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).

### **37. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **38. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **39. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

### **40. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. 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.

### **41. COMPLETE CONTRACT**

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.

## 42. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By:

Title:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

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

STATE AGENCY SIGNATURE:

Approved by:

\_\_\_\_\_  
Director of State Procurement

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

## **Attachment VII: Insurance Requirements for Contractors**

The Contractor shall purchase 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, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **4. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

#### **5. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

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

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **2. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **3. All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by

that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

## **Attachment VIII: Electronic Vendor Payment Solutions**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the Contract. All Contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this Contract during the Contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at:

<http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>.

To facilitate this payment process, you will need to complete and return the EFT enrollment [form contained in the link above](#).

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

## **Exhibit A: Model Staffing Support Task Order**

# **STATE OF LOUISIANA**

## **CONTRACT # 440000####**

### **TASK ORDER ##**

#### **1. Controlling Contract**

- 1.1. This Task Order (##) is issued under the Staffing Support Contract (SSC) dated \_\_\_\_\_, 2019 (“Contract”) between the State of Louisiana, Division of Administration, Office of Technology Services (herein sometimes referred to as the “State” or “OTS”) and **NAME of CONTRACTOR**, Contractor’s Vendor No.: #####, CONTRACTOR’s BUSINESS ADDRESS, CITY, STATE ZIP-CODE (herein sometimes referred to as the “Contractor”). All terms and conditions of the Contract are hereby incorporated by reference in this Task Order.
- 1.2. No additions or changes as provided in this Task Order are authorized which will cause the maximum amount specified in the Compensation and Maximum Amount of Task Order, Section 6 of this Staffing Support Task Order to be exceeded without a properly executed Contract Amendment.

#### **2. Background and Objective**

- 1.1 This Task Order provides authorization and funding to perform IT Staffing Support services under the Contract from \_\_\_\_\_, 2019 through \_\_\_\_\_, 2022.
- 1.2 Contractor shall provide temporary IT personnel (Contract Staff) to serve as [one (1) job title.]
- 1.3 The Office of Technology Services has designated the CIO or his designee to serve as the State’s Project Manager for the engagement authorized by this Task Order.
- 1.4 Services shall be performed onsite in State Office Buildings located in Baton Rouge, Louisiana, primarily the NAME OF STATE Building at ADDRESS OF BUILDING.

#### **3. Statement of Work**

- 3.1. This Statement of Work (SOW) defines the tasks to be performed by Contractor under the terms and conditions of the governing Contract. Contractor shall provide Contract Staff to augment State staff in the Staffing Support Area identified in the governing



Contract. Services will be provided on the basis of time as specified in Section 6 of this Task Order.

3.2. The following table provides a summary of the Contract Staff's duties:

Service Area	No. of Positions and Job Category/Title	Responsibilities
?	One (1) List Job Title here	<ul style="list-style-type: none"><li>• ?????</li><li>•</li></ul>

#### 4. Deliverables

4.1. Contract Staff: Because this is a staffing support services engagement, the Contract Staff are the deliverables. The State has previously issued Request for Response SOW as required by the Contract; **NAME of VENDOR** responded by submitting resumes for specific Contract Staff. Submittal of resumes in response to a Contract Staff request constitutes a thirty (30) day guarantee of those Contract Staff's availability to the State, unless precluded by resignation, illness, or death. By issuance of this Task Order, the State has accepted Contractor's offer of the Contract Staff secured for job title(s) listed below.

Job Title
JOB TITLE LIST
JOB TITLE LIST

4.2. Required Reports:

- Contractor shall submit a weekly status report to the State's Project Manager that lists completed and on-going project activities including project risks, if any.
- Contractor will submit weekly time sheets to the State Project Manager for hours worked on assigned tasks. Invoices will be based on time sheets that were approved by the State Project Manager.

#### 5. Deliverable Acceptance

- 5.1. General – Work performed on a contract staff basis in the absence of formal deliverables will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the task assignment.
- 5.2. Submittal and Review – The State will review any formal deliverable within ten (10) business days after the deliverable is submitted to the State Project Manager. Failure to deliver all or any essential part of a deliverable shall be cause for non-acceptance.

- 5.3. Notification of acceptance or rejection – If no notification is delivered to the Contractor within the ten (10) day review period, the deliverable will be considered approved. If the State disapproves a deliverable, the 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.

Contractor will resubmit any disapproved deliverable and the State Project Manager will review the modifications within five (5) business days. If no notification is delivered to the Contractor within five (5) business days, the deliverable will be considered approved. If the State disapproves the re-submitted deliverable, the State will notify the Contractor in writing of any additional deficiencies resulting from the 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.

## 6. Compensation and Maximum Amount of Task Order

- 6.1 Total estimated hours and cost by Job Category are indicated below, based on the hourly rates established in the Contract. The estimated hours and prices may vary by job categories but must remain in the limits set forth by the Contract and Task Order ceiling in Section 6.2 of the RFR and do not require the State's advance approval.

Job Category/Title	Rate	No. Hours	Cost
?????	\$???00	????	

- 6.2. The maximum amount to be paid under this Task Order is \$999,999.00 (**Hourly rate X estimated Hours = Cost**). Contractor will be compensated for actual hours worked in accordance with Section 3.2 of this Task Order and the Staffing Support Contract. No minimum number of hours are guaranteed under the Task Order.

## 7. Assumptions and Conditions

- 7.1. Contract Staff shall be capable of communicating in fluent English both verbally and in writing.
- 7.2. Contractor must maintain all records related to work performed and effort expended and must make such records available for audit purposes.
- 7.3. Contractor shall maintain safeguards and take commercially reasonable technical, physical and organizational precautions to ensure that the State's data is protected from unauthorized access and disclosure in accordance with the State's current and published

Information Security Policy found at:

<http://www.doa.la.gov/OTS/InformationSecurity/InformationSecurityPolicy-LA-v.1.0.pdf>.

IN WITNESS THEREOF, this Task Order is signed and entered into on the date indicated below:

CONTRACTOR

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
State's Signature

BY: \_\_\_\_\_  
Printed Name, Title

BY: Charles R. Davis, Assistant Commissioner  
Printed Name, Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_