

REQUEST FOR PROPOSAL

Consulting Services

For

Establishment of a Project Management Office



File No.: 440000103001

Proposal Opening Date: December 18, 2009

Proposal Opening Time: 4:00 PM

**State of Louisiana
Department of Revenue
10/14/2009**

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background	1
	1.1.1 Purpose	3
	1.1.2 Goals and Objectives	3
1.2	Definitions	3
1.3	Schedule of Events	4
1.4	Proposal Submittal	4
1.5	Proposal Response Format	5
	1.5.1 Number of Response Copies	6
	1.5.2 Legibility/Clarity	6
1.6	Confidential Information, Trade Secrets, Proprietary Information	7
1.7	Proposal Clarifications Prior to Submittal	8
	1.7.1 Pre-proposal Conference	8
	1.7.2 Proposer Inquiry Period	8
1.8	Errors and Omissions in Proposal	8
1.9	Proposal Guarantee	9
1.10	Performance Bond	9
1.11	Changes, Addenda, Withdrawals	9
1.12	Withdrawal of Proposal	9
1.13	Material in the RFP	9
1.14	Waiver of Administrative Informalities	10
1.15	Proposal Rejection	10
1.16	Ownership of Proposal	10
1.17	Cost of Offer Preparation	10
1.18	Non-negotiable Contract Terms	10
1.19	Taxes	10
1.20	Proposal Validity	10
1.21	Prime Contractor Responsibilities	10
1.22	Use of Subcontractors	11
1.23	Written or Oral Discussions/Presentations	11
1.24	Acceptance of Proposal Content	11
1.25	Evaluation and Selection	11
1.26	Contract Negotiations	12
1.27	Contract Award and Execution	12
1.28	Notice of Intent to Award	12
1.29	Debriefings	13
1.30	Insurance Requirements	13
1.31	Subcontractor Insurance	13
1.32	Indemnification and Limitation of Liability	13
1.33	Fidelity Bond Requirements	14
1.34	Payment for Services	14
1.35	Termination	14
	1.35.1 Termination for Cause	14
	1.35.2 Termination for Convenience	15
	1.35.3 Fiscal Funding Clause	15

1.36	Assignment	15
1.37	No guarantee of Quantities	15
1.38	Audit of Records.....	15
1.39	Civil Rights Compliance	16
1.40	Record Retention	16
1.41	Record Ownership	16
1.42	Content of Contract/Order of Precedence.....	16
1.43	Contract Changes	16
1.44	Substitution of Personnel	16
1.45	Governing Law	17
1.46	Claims or Controversies.....	17
1.47	Proposer's Certification of OMB A-133 Compliance	17

PART II. SCOPE OF WORK/SERVICES

2.1	Scope of Work/Services.....	18
2.2	Period of Agreement	18
2.3	Location.....	18
2.4	Solution Elements	18

PART III. EVALUATION

3.1	Technical Proposal.....	19
3.2	Financial Proposal.....	21

PART IV. PERFORMANCE STANDARDS

4.1	Performance Requirements	22
4.2	Performance Measurement/Evaluation.....	22

APPENDIXES

A	Sample Contract	23
B	Cost Proposal.....	37

**REQUEST FOR PROPOSAL
FOR
Consulting Services
For
Establishment of a Project Management Office**

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 - Background

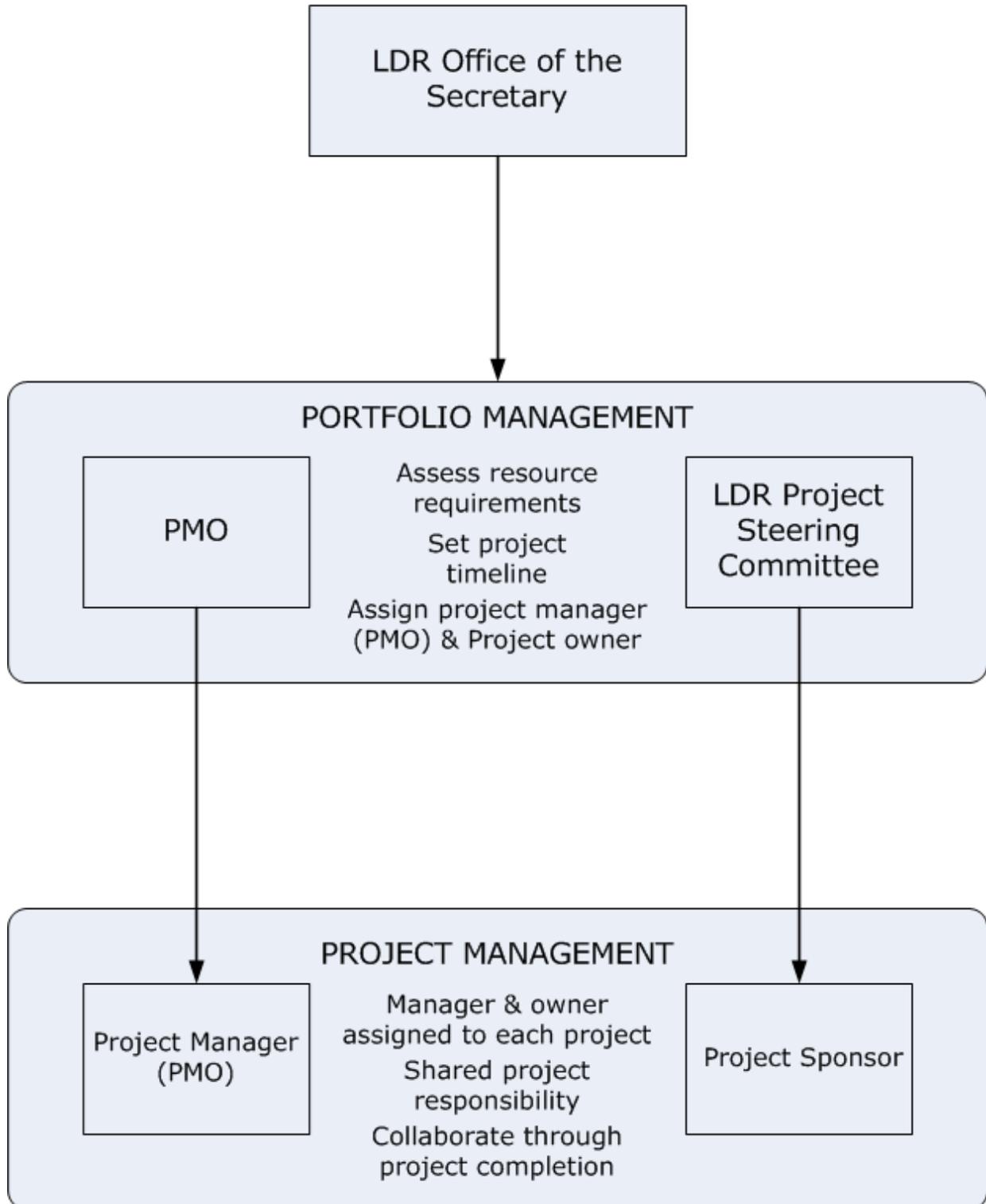
The Louisiana Department of Revenue (LDR) tracks the status, progress, costs, and resources committed to numerous projects each year. The current approach brings only a limited measure of project management to agency projects.

The Department often finds it difficult to get quick and accurate information about the various active projects. The Department considers it a very high priority to implement a system that will provide fast, accurate reporting of all aspects of its projects. The Department has resolved to establish a Project Management Office (PMO) to provide a structure for organizing, monitoring and reporting on each project. Use of a Project Management Office will enable LDR to:

1. Consistently approach organizational performance improvement;
2. Realize higher benefits;
3. Develop enhanced competencies and leadership skills;
4. Control project costs in a reliable fashion;
5. Coordinate and accelerate implementation;
6. Manage risk; and,
7. Improve Facility accountability, coordination and commitment.

The vision for the role of the PMO in overall project management is depicted below:

PROJECT MANAGEMENT MODEL



1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified proposers who are interested in providing the consulting and management services needed to assist LDR in the establishment of a Project Management Office.

1.1.2 Goals and Objectives

It is the goal and objective of LDR through this RFP to accomplish the following:

- Establish a Project Management Office which reports to the Office of the Secretary, and is responsible for the management of all agency projects;
- Define project management processes;
- Have formal project management practices adopted, published and used consistently across agency projects;
- Develop in-house project management skills;
- Provide organizational support to drive the implementation and ongoing support of project management practices;
- Project resources are effectively allocated;
- Projects meet defined quality assurance checkpoints;
- Project deadlines are met;
- Project statuses are regularly and effectively communicated;
- Improved customer service is realized through enhanced project success;
- Increase quality and reduce customer cost through the utilization of standardized methodologies, processes and tools;
- Reduce customer User Acceptance Testing and testing costs through higher quality project management, leading to the correct product the first time through the process;
- Reduce turnaround time through the utilization of standardized processes to execute and deliver agency Projects.

1.2 - Definitions

A. Shall – The term “shall” denotes a mandatory requirement.

B. Must, Will - The terms “must” and “will” denote mandatory requirements.

C. May, Can - The terms “may” and “can” denote an advisory or permissible action.

D. Should – the term “should” denotes desirable

E. Contractor – Any person having a contract with a governmental body.

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

G. State - The State of Louisiana.

H. 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.

1.3 - Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	October 14, 2009	
2. Deadline to receive written inquiries	October 28, 2009	
3. Deadline to answer written inquiries	November 16, 2009	
4. Proposal Opening Date	December 18, 2009	4:00 PM
5. Notice of Intent to Award to be mailed	January 11, 2010	
6. Contract Initiation	March 1 , 2010	

NOTE: The State of Louisiana reserves the right to deviate from these dates.

1.4 - Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Department of Revenue.

All proposals shall be received by the Department of Revenue **no later than the date and time shown in the Schedule of Events.**

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

Proposal Name: Consulting Services For Establishment of a Project Management Office

File Number: 440000103001

Proposal Opening Date: December 18, 2009

Proposal Opening Time:4:00 PM

Proposals may be delivered by U. S. Postal Service, hand or courier service to our physical location at:

Louisiana Department of Revenue
Attention: Elizabeth Kunjappy
Financial Services Division
Purchasing Section
Room Number: 6-165
617 North 3rd St.
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Louisiana Department of Revenue 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 LaSalle 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.

1.5 - Proposal Response Format

Proposals should be submitted in the formats requested with all questions answered in detail. Legibility, clarity and coherence are important. The proposal should present the information in the order requested in the RFP. Proposals should use the same numbering format as used in the RFP so that responses correlate to the same paragraph in the RFP requirement, making the proposal more "evaluator friendly".

Responsiveness will be measured by the proposer's ability to fully and completely explain how their proposed solution meets the requirements of this RFP. Merely "parroting" back the requirements statements in a proposal may result in the proposal receiving a lower score during the technical evaluation process. The proposer should provide detailed information as requested in Part III of this RFP in order to provide the LDR with adequate material to perform a thorough evaluation of proposer's solution.

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

- A. **Cover Letter:** The cover letter 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.

By signing the letter and/or the proposal, the proposer certifies signature authority to bind.

The cover letter should also

- o Identify the submitting Proposer;
- o Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- o Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period;
- o Identify the number of days after submission for which the proposal is valid;
- o Provide a positive statement of compliance with the contract terms and conditions detailed in the RFP. If the Proposer cannot comply with any of the terms, an explanation of each exception should be supplied and proposed alternative language provided. Section 1.18 of this RFP outlines those terms which are non-negotiable.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, etc.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** The Proposer should include a contract schedule. This schedule should include implementation actions, timelines, responsible parties, etc. This schedule should also identify the associated deliverable items to be submitted as evidence of completion of each task and/or subtask. The Proposer should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the Proposer.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with the Cost Proposal contained in Appendix B. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the State.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

1.5.2 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 should demonstrate an understanding of the requirements. A Proposal 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.

1.6 - 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 your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

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

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

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

The State reserves the right to make any proposal, including proprietary information contained therein, available to OCR 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.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the LDR. When submitting your redacted copy, you 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.”

1.7 - Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

Not required for this RFP.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (*). Initial inquiries shall not be entertained thereafter.

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

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana Department of Revenue
Attention: Elizabeth Kunjappy
Financial Services Division
Purchasing Section
Room Number: 6-165
617 North 3rd St.
Baton Rouge, LA 70802
E-Mail: Elizabeth.Kunjappy@la.gov

Phone: (225)219-2123/ Fax: (225)219-2120

1.8 - Errors and Omissions in Proposal

The State will not be liable for any error 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, at its option, has the right to request clarification or additional information from the Proposer.

1.9 - Proposal Guarantee

Not required for this RFP.

1.10 - Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of their proposal to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

1.11 - Changes, Addenda, Withdrawals

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

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.

1.12 - 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 agency soliciting proposals.

1.13 - 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.

1.14 – Waiver of Administrative Informalities

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

1.15 - 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.

1.16 - Ownership of Proposal

All materials (paper content only) 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.

1.17 - 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.

1.18 - 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.

1.19 - 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.

1.20 - 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.

1.21 - Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides 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.

1.22 - 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, 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.

1.23 - Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; 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 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.

1.24 - Acceptance of Proposal Content

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

1.25 - 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 with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award.

Written recommendation for award shall be made to the Secretary of LDR for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

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

1.26 - Contract Negotiations

If for any reason the Proposer whose proposal is most responsive 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 responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

1.27 - Contract Award and Execution

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

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

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, 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 to a single Proposer.

1.28 - Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, LDR will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. 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 and make the award to the next most advantageous Proposer.

LDR will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

1.29 - 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 LDR. Contact may be made by phone at (225) 219-2123 or E-mail to Elizabeth.Kunjappy@la.gov.

1.30 - Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment IV of Appendix A). 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.

1.31 - Subcontractor Insurance

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

1.32 - 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 Agreement.

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 in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing

equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement 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.

1.33 - Fidelity Bond Requirements

Not required for this RFP.

1.34 - Payment for Services

Agency shall pay Contractor in accordance with the Pricing Schedule set forth in Appendix B. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract number. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 - Termination

1.35.1 TERMINATION OF THIS AGREEMENT FOR CAUSE – State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, 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 (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 Agreement 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 agreement, 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.

1.35.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 FISCAL FUNDING CLAUSE - The continuance of this 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.

1.36 - Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the State.

1.37 - No Guarantee of Quantities

Not needed for this RFP.

1.38 - Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Revenue, 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 after final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 - 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 Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

1.40 - 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.

1.41 - 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 this contract.

1.42 - 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.

1.43 - Contract Changes

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

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.

1.44 - 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.

1.45 - Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481-1526; rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 - Claims or Controversies

Any claims or controversies shall be resolved in accordance with the RS39:1524-1526.

1.47 - Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 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 OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

PART II SCOPE OF WORK/SERVICES

2.1 - Scope of Work/Services

The scope of work/services to be performed can be found in Appendix A, Attachment I, and in Section 2.4 below.

2.2 - Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about March 1, 2010 and shall end on February 28, 2011. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.3 - Location

The primary location where the work is to be performed, completed and managed is at:

Louisiana Department of Revenue
617 North Third Street
Baton Rouge, LA 70802

2.4 - Solution Elements

The Contractor's solution must meet or exceed the requirements described in the following sections. LDR desires to use a phased implementation approach to gradually have all agency projects managed through the PMO.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. 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.

Proposals will first be evaluated for Proposers Technical acceptability according to the criteria listed in Section 3.1. **Proposers must score a minimum of 40 points in the technical category to be considered technically acceptable and therefore deemed susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated further.**

The scores for the Technical and Financial Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 - Technical Proposal (Value of 70 Points)

The following should be included in the Technical Proposal:

A. Proposer Qualifications, Experience, and Financial Condition

The Proposer should furnish a description of their company including a brief history, corporate structure and organization, number of years in business, personnel and experience evidencing the Proposer's qualifications and capabilities to perform the services required by this RFP. The Proposer should furnish references for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Each reference should include a description the reference relates to the ability of the Proposer to complete the services required by this RFP. The proposer should include contract beginning and end dates, a contact person and telephone number for each reference.

The Proposer should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractors) to be assigned to the contract.

The Proposer should include an organizational chart showing the Proposer's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Proposer's overall organizational structure.

The Proposer should also provide information demonstrating the Proposer's financial stability (financial statements (preferably audited), annual reports, current bank references, or similar data for the last three years).

If subcontractors will be used, the proposer should clearly identify any subcontractor arrangements. The proposer should provide the same information regarding the subcontractor's company as is requested for the proposer's company.

B. Project Manager and Key Staff Qualifications and Experience

The Proposer should include all of the information necessary for LDR to evaluate the Project Manager and key staff from a functional and technical point of view. Resumes for account manager, supervisory and any other key personnel to be assigned to this project, including those of subcontractors, if any, should be provided. The proposal should include a summarization of their prior experience. For each instance of prior experience, a reference contact person should be provided. Resumes containing information describing education, training and experience with providing the services requested by this RFP similar in size and scope should be provided.

Resumes should clearly identify previous experience in completing similar projects. Beginning and end dates for each project should be given for each similar project and a description provided to demonstrate how the individual's work on the project relates to the individual's ability to successfully provide the services requested by this RFP.

C. Technical Response

The proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince LDR that the proposer understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince LDR that the proposer's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the proposer's ability to complete the contract. The proposer's response to this Section should be designed to convince LDR that the proposer's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the proposer's proposal will lead to successful contract completion.

The proposer should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the proposer's approach to communicate with LDR, including, but not limited to, status meetings, status reports, etc.

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP.

- The proposer's general approach and plans to meet the requirements of this RFP.
- The proposer's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- The proposer's documented experience in successfully performing services of a similar size and scope of those required by this RFP.
- The qualifications and experience of the proposer's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully performing services of similar size and scope to those required by this RFP.
- The overall ability of the proposer to mobilize, undertake and successfully perform the services of the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the proposer to complete the contract, the availability and commitment to

the contract of the proposer's management, supervisory and other staff proposed and the proposer's contract management plan, including the proposer's contract organizational chart.

3.2 - Financial Proposal (Value of 30 Points)

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's Total Proposal Cost score will be computed as follows:

$$PCS = (LPC/PC \times 30)$$

Where: PCS = Proposer Cost Score (points) for proposer being evaluated
 LPC = Lowest Proposed Cost of all technically acceptable proposers
 PC = Total cost of proposer being evaluated

PART IV PERFORMANCE STANDARDS

4.1 - Performance Requirements

The Contractor shall agree to provide work and deliverables that conform to high professional standards. At the start of the contract and continuing thereafter, the contractor and State Project Director will agree to a detailed list of deliverables, including when necessary, specifics of format and content. Standards will be established and agreed upon. All deliverables will be evaluated prior to acceptance in order to confirm that they meet requirements.

4.2 - Performance Measurement/Evaluation

The Contractor will deliver weekly oral and/or written progress reports to the State Project Director which will include the following:

- Review of previous week's progress in comparison to the project plan;
- Problems and issues encountered, the status or resolution of each, and assignments or plans for future resolution; and
- Proposed modifications to the project plan with the reasons or justification for the change.

The State Project Director will use the following criteria to measure the performance of the Contractor:

- Availability of Contractor's functional and technical staff to perform task assignments; and
- Quality of the work performed.

The Contractor's performance will be evaluated at weekly and monthly status conferences.

APPENDIX A

STATE OF LOUISIANA

SAMPLE CONTRACT

On this ____ day of _____, 20__, the (*Agency Name*), hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

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

1.1 CONCISE DESCRIPTION OF SERVICES

The Contractor will provide the consulting and management services needed to assist LDR in the establishment of a Project Management Office.

1.2 COMPLETE DESCRIPTION OF SERVICES

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

Attachment I - Statement of Work

Attachment II - Contractor Personnel and Other Resources

Attachment III - State Furnished Resources

Attachment IV – Insurance Requirements for Contractors

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

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

2.2 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.

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

2.3 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment IV.

2.4 LICENSES AND PERMITS

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

2.5 SECURITY

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

2.6 TAXES

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

2.7 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in

the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

3.2 PROJECT MANAGEMENT

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

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

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

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

D. *Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. *Provide Issue Control*. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

3.3 QUALITY ASSURANCE REVIEWS

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

3.4 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

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

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

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

D. *Other Resources.* Contractor will provide other resources as specified in Attachment II.

3.5 STATE PROJECT DIRECTOR

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

3.6 STATE FURNISHED RESOURCES

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

3.7 ELECTRONICALLY FORMATTED INFORMATION

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

4.0 ACCEPTANCE OF DELIVERABLES

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State-approved design documents developed within this Project, and in the accepted final documentation.

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

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

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

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$. Payment will be made only on approval of _____
(Name of Designee).

5.1 PAYMENT FOR SERVICES

The Agency shall pay the Contractor in accordance with the **Cost Summary** set forth in **Appendix B**. The Contractor may invoice the agency monthly. Billing statements will be accompanied by supporting documentation which indicates the activities for which billing is being made. Payments will be made by the Agency within approximately thirty (30) days after receipt of, and approval by, the Agency.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION FOR CONVENIENCE

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

7.0 REMEDIES FOR DEFAULT

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

8.0 AVAILABILITY OF FUNDS

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

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all reports, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such reports, documentation, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

10.0 NONASSIGNABILITY

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

11.0 RIGHT TO AUDIT

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

12.0 RECORD RETENTION

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

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an

individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

16.0 HEADINGS

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

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

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

CONTRACTOR'S SIGNATURE

DATE

STATE'S SIGNATURE

DATE

ATTACHMENT I STATEMENT OF WORK

1.0 INTRODUCTION

LDR intends to establish a Project Management office to provide a structure for managing various projects. The Contractor will assist in the design and implementation of the Project Management Office.

2.0 DESCRIPTION OF SERVICES/TASKS

The Contractor will assist in the design and establishment of a PMO for management of the following:

1. Scope,
2. Time, costs and other resources
3. Communications,
4. Risk,
5. Quality,
6. Project integration,
7. Task assignments,
8. Milestone identification and reporting.

The Contractor will provide a written recommendation of tools and methodologies to accomplish the following goals of the PMO:

1. Project planning and monitoring,
2. Issues tracking,
3. Stakeholder communications and reporting, and
4. Providing aggregate information across multiple initiatives.

The Contractor will train LDR personnel regarding project management and reporting tools and methodologies through:

1. Training team leaders and members in the use of project tools and methods;
2. Develop and provide project training, documentation and education to users;
3. Provide graduated knowledge transfer to LDR staff so as to build organizational competency in performance improvement and project management.

The Contractor shall provide reports on the status of current projects to LDR Management via an agency provided Project and Portfolio Management software package and through meetings and formal communications.

3.0 SCHEDULE REQUIREMENTS

It is anticipated that work will begin on or around March 1, 2010. A finalized project work plan should be completed within the first 30 days of the contract.

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

The State Project Manager will use the following criteria to measure the performance of the Contractor:

- Availability of Contractor's staff to perform task assignments.
- Implementation of a functioning PMO which meets the State's requirements.

The Contractor will be expected to maintain an up to date work plan of all project tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. It is envisioned that the project work plan will be revised from time to time as provided in this contract and that it will incorporate all tasks, activities, and resources, other than work performed by State personnel as part of their on-going, non-project responsibilities needed to complete the project.

The Contractor will use techniques that will enable them to quickly spot potential issues and initiate proper corrections before these issues become major problems. The Contractor will routinely monitor progress against key project milestones and provide important information for identifying schedule and resource problems.

Status reports will be provided to the State on a weekly basis. The status reports will include hours worked by the Contractor's consulting staff, tasks completed during that time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. In addition, the status report will include any issues that arose during the reporting period and the steps taken to resolve those issues. The report will be delivered to the State's project manager within five business days of the period covered.

The performance by the Contractor and expenditure of funds under the resulting contract will be monitored by:

- Reviewing the weekly status reports.
- Verifying monthly Contractor invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

1. Project work plan and subsequent revisions;
2. Design and establishment of a PMO;
3. Recommendation of Project Management tools and methodologies;
4. Provide project training, documentation and education to users.

6.0 STANDARD OF PERFORMANCE

The State and the Contractor will identify, establish, and document the basic standards and procedures for the project during the project preparation phase. The standards document will form part of the project charter and should be made available to all project members. Some of the key issues that need to be defined include:

- Identifying the Project Communication Plan
- Define Project Documentation
- Create Issue Management Plan
- Create Scope Management Plan
- Create Team Building Plan
- Define Project Planning and Monitoring Standards
- Determine Quality Assurance Standards

**ATTACHMENT II
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

...
... ...
...

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

ATTACHMENT III STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is the Secretary of the Department of Revenue, or her Designee, who is the principal point of contact for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide technical employees as needed to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide functional employees as needed to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

4.0 OFFICE FACILITIES

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

ATTACHMENT IV INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

4.0 OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

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

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

5.0 ACCEPTABILITY OF INSURERS

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

6.0 VERIFICATION OF COVERAGE

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

7.0 SUBCONTRACTORS

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

APPENDIX B

Cost Proposal

The proposer must provide a fixed hourly rate for each classification proposed for the term of this contract. The rate will be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. This will be used in the evaluation to determine the overall points awarded for Cost.

Classification	Qty	Fixed Hourly Rate
Lead Project Manager	1	\$
Staff Project Manager	1	\$

The total of the fixed hourly rates shall be the proposed price for evaluation purposes.