

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

REQUEST FOR PROPOSALS
FOR
RFP SOLICITATION No. 3000001675

INFORMATION TECHNOLOGY APPLICATION DEVELOPMENT
AND INFRASTRUCTURE SUPPORT RETAINER

March 11, 2013

Proposal Submission Deadline:

Monday April 15, 2013

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as DOTD) for the purpose of providing consulting services for DOTD to assist with Information Technology Application Development and Infrastructure Support efforts. One Prime-Consultant (Consultant) will be selected for this contract. The Contractor shall not subcontract the specified services without prior written agreement of DOTD.

1.2 Background

The DOTD Information Technology Section consists of Information Technology professionals with broad expertise ranging from, but not limited to standard IT functions such as software development to business process analysis and redesign. Nevertheless, the Information Technology Section continues to be confronted with staffing limitations and matters which require areas of expertise and resources not found within the department, thus exceeding the department's capacity to provide timely and efficient solutions. In these circumstances, the Information Technology Section DOTD is seeking consulting services to provide supplemental Application Development and infrastructure support on an as needed, task order basis.

1.3 Scope of Services

Attachment 1 details the scope of services and deliverables or desired results that DOTD requires of the selected Contractor.

1.4 Performance Goals and Measures

A. Goals and Objectives:

- Delivery of supplemental task based Information Technology Application Development and Infrastructure Support activities to DOTD's Project Manager on an as needed, task order approval basis.

B. Performance Measures:

The services provided by the contractor shall be evaluated to determine that these services are provided in a timely and professional manner by:

- At least bi-weekly reports that document the tasks completed, tasks remaining, and issues encountered while working an active task order. It should include verifiable billable hours for all active task orders.
- Notes and documentation created during the life cycle of all active task orders.

1.5 Monitoring Plan

- A bi-weekly status report shall be sent to the DOTD Project Manager for their review and approval during any active task orders that are open and being worked. The status report must show the status of the each task and any risk or issues with the project.
- An invoice shall be sent to the DOTD Project Manager for their review and approval upon approved completion of task orders. The invoice must show the tasks and the number of hours worked by each employee on the project.

1.6 Project Manager

A Project Manager has been named and that information will be provided to the Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on or about **May 1, 2013** and to continue through **April 30, 2014**. DOTD has the right to renew **at the same terms and conditions**, the contract for additional two twelve-month periods with the concurrence of the Contractor and all appropriate approvals. In no event shall the contract term exceed 36 months.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1857** or **Email contractservices@la.gov** addressed to the RFP Coordinator as listed below.

Mr. Alan Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: 225-379-1857
contractservices@la.gov

This RFP is available in electronic form at
<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

or in printed form by submitting a written request to the RFP Coordinator.

The DOTD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 p.m. CST on the date specified in the Schedule of Events. *DOTD’s email computer server clock will be considered the official time/date on email inquiries.* The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services

<http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage>

and LaPAC websites

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

as an Addendum to the RFP by the deadline shown in the Calendar of Events.

Only the **RFP Coordinator** has the authority to officially respond to proposer’s questions on behalf of the DOTD. Any communications from any other individuals are not binding to the DOTD.

2.4 Definitions

<i>Term</i>	<i>Definition</i>
<i>Mandatory Requirements</i>	<i>The terms “shall”, “will”, and “must” denote mandatory requirements.</i>
<i>Permissible Action</i>	<i>The terms “should”, “can” and “may” denote an advisory or allowable action.</i>
<i>Agency</i>	<i>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.</i>
<i>Contractor; consultant</i>	<i>A firm or individual who is awarded a contract</i>
<i>Proposal</i>	<i>A response to an RFP</i>
<i>Proposer</i>	<i>A firm or individual who responds to an RFP</i>
<i>RFP</i>	<i>A request for proposals</i>
<i>VHI</i>	<i>Veteran-Owned and Service-Connected Small Entrepreneurships</i>

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	March 11, 2013
Deadline for receipt of Written inquiries	March 18, 2013
Issue responses to Written inquiries	March 22, 2013
Deadline for receipt of Proposals	April 15, 2013
Announce Award of Contractor Selection	April 25, 2013 (on or about)
Contract Execution	May 1, 2013 (on or about)

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications:

The Proposers should ensure that their proposals contain adequate information for DOTD to make an evaluation relevant to the identified requirements in the scope of services. Prior experience in enterprise content and records management consulting in State Agencies is desirable.

DOTD anticipates the need for the following professional Contractor or subcontractor personnel, with relevant experience as sufficient to meet the requirements of this RFP and Scope of Services. Education and experience requirements should include, but are not limited to descriptions listed in Attachment 1, Statement of Services 6.0.

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart as assigned to this project. Include résumés (key personnel only) showing each assigned individual's education, registrations, accomplishments, and experience. All key personnel shall meet the minimum qualifications of the contractor's personnel as stated in Attachment 1, Statement of Services. The Department will consider only experience that is relevant to the tasks listed in Attachment 1 (Statement of Services).

3.2 Determination of Responsibility

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

3.3 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.4 RFP Addenda

DOTD reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage> and

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection/RFP Cancellation

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

3.7 Withdrawal of Proposal

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

3.8 Subcontracting Information

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

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

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

3.9 Ownership of Proposal

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

3.10 Proprietary Information

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

3.11 Cost of Preparing Proposals

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

3.12 Errors and Omissions in Proposal

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

3.13 Contract Award and Execution

DOTD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by DOTD.

The selected Proposer shall be expected to enter into a contract that is basically the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate.

Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *ten* days or if the selected Proposer fails to sign the final contract within *ten* business days of delivery, DOTD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

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

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before *3:00p.m.* Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Alan A. Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1989
Fax: (225) 379-1857

It shall be solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason not received timely, will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000001675 and Project Name: IT Application Development and Infrastructure Support** and shall be submitted **prior to 3:00 p.m. CST on Monday, April 15, 2013.**

The DOTD requests that **six** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least **one** copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation.** The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed must precisely match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer shall sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of at least *one year* from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the DOTD's overall requirements in the timeframes set by the agency.

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

5.2 Corporate Background and Experience

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

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

5.2.1 Veteran/Hudson Small Entrepreneurships Programs Participation

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized

- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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

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

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

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

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

If a sub-Contractor will be used, the proposer should clearly identify any sub-Contractor arrangements, and provide similar information as requested for the Proposer's staff.

5.4 Approach and Methodology

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Proposer should define its strategy for project team organization and task assignments to transfer application knowledge, to position DOTD to be self-sufficient after implementation.
- Identify areas of project risk and procedures to mitigate these risks.
- Explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).

5.5 Cost Information

Provide the total cost (inclusive of travel and all project expenses). For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

A proposer's base cost score will be based on the cost information provided in Attachment IV, Schedule of Prices and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

Each proposer must submit a price proposal using DOTD's pricing structure provided in Attachment IV, Schedule of Prices. No other format is acceptable. Proposals not including a Schedule of Prices shall be disqualified. Additionally, all blanks on Schedule of Prices must be completed. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of DOTD. DOTD will review the information and issue any correction as an amendment to the solicitation.

Only Attachment IV, Schedule of Prices will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc., they will not be considered.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

(Each proposal shall be rated for categories one through four, with 0 being the lowest score and the highest possible score as shown for each category.

Category 5, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Category 6, Cost shall be rated as follows: The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Contractor's Proposed Total Price}}$$

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Corporate Background and Experience	20
2. Qualifications and Experience of Proposed Project Staff	35
3. Contractor’s Approach and Methodology as presented in Proposer’s Response to this RFP.	10
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL SCORE	100

All proposals shall be evaluated as indicated. The proposer’s ratings in each category shall be added to arrive at the proposer’s total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.5.1 Hudson / Veteran Initiative Evaluation Points

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Please note:

If the proposer is a VHI small entrepreneurship, 10 of the reserve points will be added to their proposal score. If the proposing firm is not a VHI small entrepreneurship but subcontracts with a VHI, **(Proposer should provide detail description of work to be provided by VHI)**, a proration of the 10 points will be added to their proposal score as outlined below. The Veteran or Hudson Initiative small entrepreneurship criteria do not designate a specific percentage of the total contract amount to be completed by a VHI subcontractor to receive reserve points however **proposer should provide the anticipated percentage of work to be done by the VHI**

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers’ evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneur(s)
 - the anticipated earnings to accrue to the certified small entrepreneur(s)

6.6 Announcement of Contractor

The DOTD will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received(except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the Award has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?OpenPage>

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

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

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Vendor Registration

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:

Registration Link:

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

It is highly advisable to register a minimum of one if not more of the following product category codes

80101500 For Consulting/Professional Services
81112000 For any services that include Computer Elements
43231500 For Software License and Maintenance Agreements
81102200 For Engineering and Related Services

7.2 Corporation Requirements

Upon the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

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

7.3 Compensation

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other detail costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 7.3, Billing and Payment.

7.4 Billing and Payment

Payments to the Contractor for services rendered for this Project shall be made monthly based on an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the invoice including the direct expenses, if applicable.

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Contractor.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within 30 calendar days.

7.5 Contract Terms & Conditions

The proposer shall be required to enter into a Contract with DOTD that is **basically the same** as Attachment III. Any changes to those terms shall be negotiated if state law allows such negotiation.

7.6 Indemnification

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contractor shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD 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, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD 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 DOTD up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any

7.7 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD 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 DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT 1: SCOPE OF SERVICES

1 Overview

The DOTD Information Technology Section consists of Information Technology professionals with broad expertise ranging from, but not limited to standard IT functions such as software development to business process analysis and redesign. Nevertheless, the Information Technology Section continues to be confronted with staffing limitations and matters which require areas of expertise and resources not found within the department, thus exceeding the department's capacity to provide timely and efficient solutions. In these circumstances, the Information Technology Section of DOTD is seeking consulting services to provide supplemental application development and infrastructure support on an as needed, task order basis. This is a retainer type of contract which will allow for the individual definition of projects, an estimation by the contractor of what will be required, and an approval by DOTD to initiate the work (a task order).

2 Tasks and Services

- The selected consultant will work with the DOTD Information Technology Section to provide a broad range of projects of varying size and complexity in three general areas related to the continued and efficient use of Information Technology at DOTD. These three general areas are Application Development, IT Infrastructure Projects, and some IT Consulting. Application Development adds capacity and capabilities in application development where the Information Technology Section does not have sufficient knowledge or resources. This is likely where the majority of the task orders will be focused. IT Infrastructure Projects focuses on activities that further strengthen and stabilize the Information Technology Section's environment while beginning the work of building a transformed foundation. The Consulting work then feeds creation of value-added and innovative services. The list below outlines services that the Information Technology Section is interested in procuring. As with all aspects of this retainer style contract, this would be on a task order basis as agreed upon by the contractor and DOTD Project Manager prior to the work being done.

The list is not intended to be exhaustive.

Application Development

- Analysis
- Design
- Architecture
- Development
- Project Management
- Systems Administration
- Data Warehousing
- ETL Development
- Database Administration

- eBusiness, web design, and development of web portals, applications and accessible systems
- Legacy system data integration, upgrades, and conversions to newer technologies
- Designing business intelligence systems, executive dashboards and workflows
- Data modeling
- Security

IT Infrastructure Projects

- Enterprise Architecture
 - Design
 - Capacity Planning
 - Performance Tuning
 - Documentation
- Enterprise Solutions
 - Development
 - Implementation
 - Integration
 - Deployment
 - User Adoption
- Installing, configuring and testing commercial-off-the-shelf systems.
- Managing local and wide area network design and implementation
- Managing migrations to new applications and software
- Documenting the Enterprise Environment

Consulting

- Business Process Analysis
- Process Improvement
- Enterprise Architecture Roadmap
- Cloud vs. In-House Hosting Analysis
- Strategic Sourcing
- Open Source vs. Proprietary Analysis
- Project Management
- Enterprise Wide Security
- Comprehensive IT Strategy
- Training Services
- User Adoption Support
- Benchmarking
- Best Practices

3 Deliverables

It is DOTD's intention to select and contract with one consultant based on the responses submitted to this RFP. DOTD will then issue specific work orders for activities or assignments during the contracted period. These activities will be primarily performed on a time and material basis not to exceed the loaded hourly rate for each type of position. However, DOTD reserves the option to negotiate specific work orders on a task order basis using the consultant's rate schedule and estimated hours as a basis for developing the approved price in situations where tasks can be defined to have specific deliverables which would be primarily under the control of the consultant.

4 Functional Requirements

Development and Customization

- Developing new or enhancing existing applications to provide new or improved functionality as directed by Information Technology Administration personnel.
- Development of new applications might include meeting a totally new application need of DOTD or it may be a migration of a legacy application to newer preferred technologies as listed below.
- The following is a non-inclusive list of development platforms currently being utilized for development in the department:
 - VB.Net
 - Microsoft SharePoint 2010 Enterprise
 - Microsoft SQL Server Enterprise
 - Microsoft IIS Server
 - Microsoft ASP.NET
 - Microsoft Visual Studio
 - Microsoft .NET WINForms
- In order to ensure DOTD personnel can reasonably support and maintain the deliverables provided by task orders associated with this Agreement, all development and customization activities shall include department Information Technology personnel for knowledge transfer. The DOTD Project Manager shall assign department Information Technology personnel on each development and customization task order and the Contractor shall participate in transfer of knowledge relative to the task order from the Contractor to the assigned department Information Technology personnel.

Support

- Providing support for existing infrastructure as directed by Information Technology Administration personnel. Again, as with all aspects of this retainer style contract, this would be on a task order basis as agreed upon by the contractor and DOTD Project Manager.

- The following are a non-inclusive list of Infrastructure Technologies currently deployed throughout the department:
 - Microsoft SharePoint 2010 Enterprise
 - Microsoft SQL Server Enterprise (2008 R2 and 2012)
 - Microsoft IIS Server
 - Microsoft Active Directory
 - Microsoft Project Server 2010
 - Microsoft File/Print Server
 - DB2 Databases
 - Oracle Databases
 - Citrix Technologies

- In order to ensure DOTD personnel can reasonably support and maintain the deliverables provided by task orders associated with this Agreement, all support activities shall include department Information Technology personnel for knowledge transfer. The DOTD Project Manager shall assign department Information Technology personnel on each support task order and the Contractor shall participate in transfer of knowledge relative to the task order from the Contractor to the assigned department Information Technology personnel.

5 Technical Requirements

The Louisiana DOTD has a diverse set of technologies of which the proposer should be aware. In addition to those listed above in Section 4, the other legacy technologies include, but are not limited to, a Mainframe z/OS environment, IMS, CICS, some COBOL, and Lotus Notes. While the primary intent is to migrate from some of these legacy technologies and develop using the platforms more consistent with those listed in Section 4, the proposer should be aware of those technologies and be able to provide some knowledge in those areas with guidance from the DOTD IT Personnel.

6 Project Requirements

The result of this RFP will be a Contract whereby specific task orders are issued by DOTD to the Contractor for work to be completed. Once the task order is received by the Contractor, the Contractor will provide a cost estimate to DOTD based on the roles and the number of hours required of each role to successfully complete that specific task order. See Attachment V: Forms for examples of task order and cost proposal forms. The hourly rate used for the cost estimate shall not exceed the maximum proposed hourly rate for the roles per Attachment IV: Price Proposal. The DOTD Project Manager must approve all task orders and cost estimates before work on a specific task commences. All changes to previously approved task orders and cost estimates require DOTD Project Manager approval. Depending on the DOTD task order needs throughout the Contract period, all roles may not be required. The estimated hours per year for each role in the cost proposal per Attachment IV: Price Proposal are estimates of hours which may be required throughout a given Contract period and not intended to set specific maximum hours for each role. Any combination of roles and number of hours per role may be used throughout the Contract period, but the maximum dollar amount of the Contract shall not

be exceeded. It is anticipated that DOTD may require the following types of roles and skills, with the stated experience and certification preferences, to some extent during contract period:

Senior Business Consultant / Program Manager – Experience Level: 7+ years of enterprise consulting roles. This individual shall have significant “hands on” implementation experience in software development or other related fields. These individuals will possess an effective writing style with strong presentation and communications skills.

Preferred Certification: ITIL

IT Project Manager – Experience Level: 5+ years of project management.

This individual shall possess an ability to apply strong project management skills and methodologies with proven experience in large-scale IT initiatives. This individual shall have experience in and strong knowledge of information technology applications, processes, software and equipment. This person shall also have extensive experience in leading IT related projects and managing delivery teams.

Preferred Certifications: PMP

Enterprise Solutions Architect – Experience Level: 6+ years of systems architecture. This individual shall have proven knowledge of and expert-level experience in the following: Application design, development and implementation of medium to large database projects, Object Oriented Analysis and Design, Current data management methodologies, technologies and standards, as well as web services and Service Oriented Architecture (SOA).

Senior .NET Developer – Experience Level: 6+ years .NET and SQL Server programming. Shall possess a background in business application development with strong communication and leadership skills. An understanding of MS Windows and Web development platforms, specifically the MS .NET (VB.NET) and SQL Server platforms is required.

Preferred Certification: MCPD (Microsoft Certified Professional Developer)

Intermediate .NET Developer - Experience Level: 4+ years .NET and SQL Server programming. Must have a background in business application development with good communication skills and an understanding of MS Windows and Web development platforms, specifically the MS .NET (VB.NET) and SQL Server platforms.

Preferred Certification: MCPD (Microsoft Certified Professional Developer)

Senior Database Consultant – Experience Level: 5+ years Microsoft SQL Server experience (2005 – 2008 R2). Must have intimate knowledge of database structure with experience in designing database architecture. Additionally, this individual must show abilities in database and query optimization as well as stored procedures and functions.

Preferred Certification: MCITP: Database Administrator 2008 (Microsoft Certified IT Professional / SQL Specialization)

Database Administrator – Experience Level: 4+ years of SQL Server Administration (2000 - 2008) with a strong knowledge of all Microsoft Windows Operating Systems. This individual must possess experience in troubleshooting SQL coding and DB fragmentation, troubleshooting hardware, including controller limitations, disk space, SAN storage and Fibre connections, and troubleshooting network problems such as DB connection strings.

Preferred Certification: MCITP: Database Administrator 2008 (Microsoft Certified IT Professional / SQL Specialization)

Senior Business Analyst – Experience Level: 5+ years in Information Technology with experience working in a team-oriented, collaborative environment. This individual must be very detail-oriented with proven analytical and problem-solving abilities. Excellent written, oral, and interpersonal communication skills are required. Additionally, candidate must have an ability to effectively prioritize and execute tasks in a high-pressure environment.

Junior Business Analyst – Experience Level: 1+ years experience in Information Technology working in a team-oriented, collaborative environment. This individual must be very detail-oriented with proven analytical and problem-solving abilities. Strong written, oral and interpersonal communication skills are required. Additionally, candidate must have an ability to effectively prioritize and execute tasks in a high-pressure environment.

QA / Tester – Experience Level: 2+ years in software testing experience, specifically scripting, testing, and training. Since documentation may be a necessity, the candidate must demonstrate strong written communication skills. Additionally, this individual must have an ability to work independently, be organized and self-motivated.

SharePoint Consultant / Administrator – Experience Level: 2+ years in Microsoft SharePoint (SharePoint 2010) in a consultative or training role. This individual must have knowledge of with Visual Studio 2008/2010, Microsoft SQL 2005/2008, and SharePoint Designer 2010. This individual must also demonstrate effective oral, written and presentation skills.

Preferred Certification: MCITP: SharePoint Administrator 2010 (Microsoft Certified IT Professional)

SharePoint / InfoPath Developer – Experience Level: 2+ years experience in application development with specific knowledge of Visual Basic .NET. This individual must also have experience using and configuring Windows SharePoint Services 2.0/3.0, Microsoft SharePoint 2010.

Preferred Certification: MCPD: SharePoint Developer 2010 (Microsoft Certified Professional Developer)

Senior Network Engineer – Experience Level: 5+ years in implementation and support services for an environment based on the Microsoft Platform. This individual must have expert-level knowledge of: Active Directory, Exchange (2003/2007/2010), and SQL Server (2000/2005/2008). This individual must also have working knowledge of Microsoft SharePoint, Cisco technologies, and server virtualization products. The individual must also have strong oral and written communication skills. The candidate must also possess the ability to work within a team environment.

Preferred Certification: MCITP - Enterprise Administrator on Windows Server 2008

Network Administrator – Experience Level: 3+ years working with Microsoft Windows Server. This individual must also have experience in providing technical hardware and software support for the end-user, network administration, and network topology support.

Preferred Certification: MCITP - Server Administrator on Windows Server 2008

PERSONNEL SKILL SET CHART

Roles:	Minimum Preferred Experience Level:	Desired Certification:
Senior Business Consultant / Program Manager	7 Years in Enterprise Consulting.	ITIL
IT Project Manager	5 Years in Project Management.	PMP – Project Management Professional.
Enterprise Solutions Architect	6 Years in Systems Architecture.	Not Applicable
Senior .NET Developer	6 Years in .NET and SQL Programming.	MCPD – Microsoft Certified Professional Developer.
Intermediate .NET Developer	4 Years in .NET and SQL Programming.	MCPD - Microsoft Certified Professional Developer.
Senior Database Consultant	5 Years in Designing Microsoft SQL Database Architecture.	MCITP – Database Administrator 2008 – Microsoft Certified Information Technology Professional.
Database Administrator	4 Years in SQL Server Administration.	MCITP – Database Administrator 2008 – Microsoft Certified Information Technology Professional.
Senior Business Analyst	5 Years in a Collaborative IT Environment	Not Applicable
Junior Business Analyst	1 Year in a Collaborative IT Environment	Not Applicable
Q/A Tester	2 Years in Software Testing, Scripting, and Training	Not Applicable
SharePoint Consultant / Administrator	2 Years in SharePoint consultative or training role.	MCITP – SharePoint Administrator 2010 – Microsoft Certified Information Technology Professional.
SharePoint / InfoPath Developer	2 Years in .NET Application Development and Using and Configuring SharePoint Services and SharePoint Server.	MCPD – SharePoint Developer 2010 – Microsoft Certified Professional Developer.
Senior Network Engineer	5 Years in Implementation and Support of Microsoft Platform Environments.	MCITP – Server Administrator on windows Server 2008 - Microsoft Certified Information Technology Professional.
Network Administrator	3 Years in Implementation and Support of Microsoft Platform Environments.	MCITP – Server Administrator on windows Server 2008 - Microsoft Certified Information Technology Professional.

Indicate experience/certification possessed by each proposed consultant by placing an X in each applicable box (cell). See Section 5 – Project Requirements – for more details on expected experience of proposed roles.

Roles:	Experience:	Certification:
Senior Business Consultant / Program Manager		
IT Project Manager		
Enterprise Solutions Architect		
Senior .NET Developer		
Intermediate .NET Developer		
Senior Database Consultant		
Database Administrator		
Senior Business Analyst		
Junior Business Analyst		
Q/A Tester		
SharePoint Consultant / Administrator		
SharePoint / InfoPath Developer		
Senior Network Engineer		
Network Administrator		

ATTACHMENT II: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

D. Telephone Number _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have _____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

**ATTACHMENT III: SAMPLE CONTRACT
CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**PURCHASE ORDER NO. xxxxxxxxxxxx
PROJECT NAME
STATEWIDE**

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:

Registration Link:

<http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.asp>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

**It is highly advisable to register a minimum of one if not more
of the following product category codes**

80101500 For Consulting/Professional Services
81112000 For any services that include Computer Elements
43231500 For Software License and Maintenance Agreements
81102200 For Engineering and Related Services

On this _____ day of _____, 20xx, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as "DOTD", and [Contractor's name and legal address], hereinafter sometimes referred to as "Contractor", do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[Complete Scope of Services to be provided, OR attach Scope of Services as an Attachment A]

1.1.1 GOALS AND OBJECTIVES

[List Goals and Objectives of this contract]

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the DOTD Project Manager, authorized on behalf of the DOTD, to evaluate the contractor's performance against the criteria in the Scope of Work and are identified as:

[List Performance Measures which should be measurable and time bound]

1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

[Provide Monitoring Plan]

1.1.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and DOTD has accepted all deliverables specified in the Scope of Services.

[May also include list and description of the project deliverables or expected outcomes including any required timetables]

1.1.5 HUDSON/VETERAN REPORTING REQUIREMENTS

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

Note: This section should not be used if the funding source being utilized includes restrictions, (i.e. FEMA funds, HUD funds, etc.).

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

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor's key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors outside of the Contractor's control, excluding assignment to a project outside of the Contract, the Contractor shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on [Date] and shall terminate on [Date], unless modified by a fully executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

2.2 DOTD FURNISHED RESOURCES

Mr. /Ms. _____ will serve as DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____.

3 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS

3.1 COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on a billable rate of \$_____ per hour for a maximum limitation of \$_____ [including Direct Expenses] for the actual work performed.

[If necessary insert chart for Billable Rate by Classification]

NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://www.state.la.us/osp/travel/travelOffice.htm>

3.2 PAYMENT TERMS

Itemized invoice must reference Purchase Order No. _____, any invoice received without Purchase Order number referenced will be returned. The last invoice that is submitted must say "FINAL INVOICE".

Payments to the Contractor for services rendered for this Project shall be made monthly based on an itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the Sate Travel Regulations.

The monthly invoice shall show the total amount earned through the date of submission with the amount previously paid broken down by hours and hourly rate.

If applicable, include:

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Contractor during the course of this contract as determined by DOTD's Audit Section following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to

exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate.

Next two paragraphs stay either way:

The original and two copies of the invoice reflecting the amount and value of work, accomplished to the date of such submission shall be submitted directly to the Project Manager, xxxxxxx. The invoice must be signed and dated by a principal member of the Contractor's firm. The invoice shall also show the total of previous payments because of the contract, and the amount due and payable as of the date of the current invoice.

Upon receipt and approval of each invoice, DOTD shall pay the amount due within thirty (30) calendar days.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

DOTD 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 DOTD 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 DOTD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

4.2 TERMINATION FOR CONVENIENCE

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

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

5 INDEMNIFICATION & LIMITATION OF LIABILITY

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Consultant, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contractor shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD 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, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD 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 DOTD up to the dollar amount of the Contract.

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

part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

6 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.

7 OWNERSHIP

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

9 NON-ASSIGNABILITY

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

10 RIGHT TO AUDIT

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

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

12 CONFIDENTIALITY OF DATA

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

13 COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

14 SUBCONTRACTORS

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractors duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

15 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

17 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Sub-Contractor to commence work on his subcontract until all similar insurance required for the Sub-Contractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Sub-Contractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the

Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Contractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Contractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Contractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Contractor's Insurance: The Contractor shall require that any and all Sub-Contractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

18 APPLICABLE LAW

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

19 CODE OF ETHICS

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

20 SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

21 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.

22 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONTRACTOR

Witness for First Party

BY: _____

Witness for First Party

Typed or Printed Name

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

Witness for Second Party

BY: _____
Division Head

ATTACHMENT IV: PRICE PROPOSAL

Schedule of Prices

A completed Price Proposal, using the template defined below, will be required as part of the proposal. Total costs must be all inclusive (travel, lodging, meals, taxes, etc.) for all personnel associated with the proposal, including subcontractors. The hourly rate shall be inclusive of all costs. Depending on the DOTD task order needs throughout the Contract period, all roles may not be required. The estimated hours per year for each role are estimates of hours which may be required throughout a given Contract period and not intended to set specific maximum hours for each role. Any combination of roles and number of hours per role may be used throughout the Contract period. However, the total cost shall not exceed the maximum amount to be paid under the Contract.

	Senior Business Consultant/Program Manager	IT Project Manager	Enterprise Solutions Architect	Senior .NET Developer	Intermediate .NET Developer	Senior Database Consultant	Database Administrator	Senior Business Analyst	Junior Business Analyst	QA/Tester	SharePoint Consultant/Admin	SharePoint/InfoPath Developer	Senior Network Engineer	Network Administrator
Estimated Hourly Rate														
Estimated Hours/year	100	300	100	500	700	100	250	80	80	150	600	600	170	150
Total (Hourly Rate X Hours/ year)														
Estimated Grand Total														

Name of Proposer: _____

Address: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT V: FORMS

Task Order Request

Date Requested: _____

Project Title: _____

Order Number: _____

Description of Task:

(Please attach detailed supporting documentation)

Task Order Due Date: _____

Technical Contact: _____

Phone Number: _____

Email Address: _____

Task Order Proposal

Proposal Date: _____

DOTD Project Title: _____

DOTD Order Number: _____

(Please insert detailed supporting documentation)

Development/Support Role	Proposed Hours	Proposed Cost	Development/Support Role	Proposed Hours	Proposed Cost
Senior Business Consultant / Program Manager			Senior Business Analyst		
IT Project Manager			Junior Business Analyst		
Enterprise Solutions Architect			QA / Tester		
Senior .NET Developer			SharePoint Consultant / Administrator		
Intermediate .NET Developer			SharePoint / InfoPath Developer		
Senior Database Consultant			Senior Network Engineer		
Database Administrator			Network Administrator		
				Total Hours	Total Cost

Task Order Approval

Technical Contact _____ Date: _____

DOTD Project Manager:: _____ Date: _____

Task Order Completion Approval

Technical Contact: _____ Date: _____

DOTD Project Manager : _____ Date: _____