



**STATE OF LOUISIANA**

**DEPARTMENT OF STATE**

**REQUEST FOR PROPOSALS  
ELECTIONS, CORPORATIONS & .NET  
PROGRAMMING**

**RFP #: 13-134**

**PROPOSAL DUE DATE/TIME: FEBRUARY 1, 2013  
4:30 PM CST**

**December 19, 2012  
Last Revised:**

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# **1 GENERAL INFORMATION**

## **1.1 Purpose**

This Request for Proposals (RFP) is issued by the Department of State (herein referred to as the State) for the purpose of securing highly qualified business analysts, application developers, system and database administrators to assist with the continued development and maintenance of the Elections Registration and Information Network (hereinafter referred to as ERIN), Commercial Online Registration Application (hereinafter referred to as CORA) and other assigned .NET or SharePoint development projects. Contractor will be assigned projects or tasks up to a maximum amount of \$2 million annually depending upon availability of funding.

## **1.2 Background**

The ERIN (Elections Registration and Information Network) application was originally developed in the late 1980's as a statewide, centralized voter registration system. It was continuously enhanced to meet a variety of state and federal regulations for the maintenance of voter registration data and has been modernized using a multi-phased approach. In Phase I of the modernization process, ERIN was converted from a mainframe DB2 system to one using .NET and SQL Server in 2006. A very complex application, it consists of four main subsystems, the registration system, an elections administration module, a commissioner management function and election accounting system. The registration system maintains records for every voter in the State of Louisiana in a central location, and provides access to registration information for voter records to authorized users in the department, parish registrars of voters and clerks of court. A multitude of forms and reports are produced, required primarily by the registrars of voters to meet a wide variety of state and federal laws, rules and regulations. Precinct, election district and address management is a core component of the registration system.

A commissioner pay application provides the minimum required functionality for clerks of court to enroll commissioners and custodians, report those working on election day and secure payment for their services. The accounting system is an election accounting application tightly integrated with the registration, elections and commissioner pay systems and interfaced to Microsoft Great Plains software. This system automates payroll, accounts payable and receivable programs for all election expenses, aggregates direct and indirect election expenses, allocates costs at a precinct level, generates invoices to parties responsible, monitors the collection of invoiced amounts, and provides statistical and audit reports.

Phase II included the conversion and merger of election administration functions from the AS400 (using RPG and DB2) into the ERIN system. This function includes candidate qualifying, ballot preparation, recording and tabulating vote results, and calculating candidates who were elected, defeated or in a runoff following certification by the parish clerks of court. The elected candidates are merged into the Commissions system which maintains current and historical data relative to incumbents in elected offices.

Phase III included real time integration with the Office of Motor Vehicles to support online voter registration. Document management functionality was provided and back file conversion of paper voter registration and absentee records completed. The scanning application continues to

grow and currently includes more than 6.4 million documents. A portal was built using SharePoint technology for registrars of voters to find system documentation, post notices, download forms, approve ballots and retrieve electronic versions of parish poll lists. A second portal was built providing similar functionality for clerks of court. The application was redesigned to support extremely complex requirements for completing reapportionment as required following the 2010 census.

Phase IV provided a voter information portal, electronic ballot delivery for military and overseas civilians, online absentee request functionality, online Federal Post Card application, commercial request web application, geographic information systems for precinct management, 4 mobile applications and the provision of more sophisticated election results and statistical reporting. One of the election results reporting applications relies upon Flex technology and is hosted in Microsoft Azure.

The ERIN system relies upon smart client technology and is routinely used by approximately 1000 department employees, Registrars of Voters, and Clerks of Court over a private, secure internal wide area network. Clerks of Court access the application over Citrix while the remaining users access the application over the network. Application security is of paramount importance and no direct access from the internet to ERIN is available. Data is contained in 12 different databases containing over 4500 individual fields. In addition to the four mobile websites with another in development, there are 15 websites used extensively by thousands of voters, candidates and researchers. Although in development for 6 years, the application is in a continual state of growth to meet ever increasing business requirements.

The CORA application was originally developed in the early 1990's as a central repository for the filing of official documents for business organizations and non-profit corporations as provided by Louisiana law. The system was originally developed on an IBM AS400 using DB2. During the 1990's additional features were added to the system to support implementation of the Uniform Commercial Code in Louisiana and to provide business licensing checklists from the First Stop Shop. During FY08, the Department of State initiated the replacement of the systems in use by the Commercial Division. Phase I reengineered business processes and replaced all systems used for the registration of businesses. Completed in 2009, this included a complete re-write of the back office application that registers businesses and provides cash management/accounting functions for the collection of revenues due the State. Over 10 million images were migrated and limited online filing capabilities provided. The application managing Administrative Services was transferred to the new platform. Administrative Services acts as the agent for service of process of foreign insurance companies and other entities. Phase II included the replacement of the existing functionality for Uniform Commercial Code filings which are entered by parish clerks of court. The First Stop Shop system was modernized and users were provided the ability to secure a licensing checklist online, eliminating the manual effort previously associated with this function. Phase III included an additional 21 documents that were converted to on-line filings as well as the ability to request and receive certificates and certified copies via the website. Work on Phase IV is underway in which the department will complete 19 additional online filings, make 4 changes to existing business functions and provide for a new email subscription service so that interested parties can be notified of business entity filings.

Because the business process was so similar to that required by Corporations, the system used to manage notaries in the state was integrated into the CORA application in 2011. Practices and procedures for the entire notary lifecycle were modernized. In addition to maintaining a database of notaries in the state, this section sells study guides, qualifies applicants, maintains educational provider lists, enrolls for tests, approves applications, issues certificates, manages annual report submission and suspends/revokes notarial authority. The ability to file online was provided for the first time for this section.

The computing needs of the department reflect our dynamic organization, changing constantly and requiring more and more technological capabilities.

The Department has standardized its environment on .NET and SQL Server. While the continued development, support and maintenance of the ERIN and CORA applications represent the largest tasks assigned, Contractor may be requested to work on other .NET/SQL Server/Sharepoint applications smaller in scope and complexity.

### **1.3 Scope of Services**

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

## **2 ADMINISTRATIVE INFORMATION**

### **2.1 Term of Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about April 15, 2013 and continue through April 14, 2014. The State has the right to contract for up to three years upon approval.

### **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 to the RFP Coordinator as listed below.

Chrissie Weatherford  
Louisiana Secretary of State  
8585 Archives Avenue  
Baton Rouge, La. 70809  
E-mail: [chrissie.weatherford@sos.la.gov](mailto:chrissie.weatherford@sos.la.gov)  
Fax: 225-932-5302  
Phone: 225-925-1776

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:30 PM CST on the

date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by the date specified in the Schedule of Events at

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Only Chrissie Weatherford has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## **2.4 Definitions**

**AS400:** IBM hardware and software technology formerly utilized to by the Department to develop applications (now known as the iSeries)

**Azure:** Microsoft's cloud computing platform which hosts graphical election results and RSS results

**COC:** Clerks of Court

**CORA:** Commercial Online Registration Application. The department's other major application used for the registry of businesses developed using .NET and SQL Server.

**DNN:** DotNetNuke – open source web portal software used by the department for the existing website

**ERIN:** Elections Registration and Information Network

**ESRI:** Publisher of software used in the development of the GIS system.

**Financial Statement:** Written reports prepared to disclose a company's financial information as of a specified date. This includes an income statement and a balance sheet.

**Flex:** Adobe software product used to develop the elections results reporting website and a geographic information system application for precinct management

**GIS:** Geographic Information System

**ISB:** Information Services Building that houses primarily development and test applications and hosts the department's network provided by the Office of Telecommunications Management.

**LASOS:** Generally refers to custom department applications.

**LASOSNET:** The department's intranet/document repository built using Sharepoint.

**MICR:** A character recognition technology used to facilitate check processing allowing routing and account numbers to be easily read by computers.

**Microsoft Great Plains:** An accounting software package integrated with the ERIN application.

**ROV:** Registrars of Voters

**Sharepoint:** A Microsoft web application development platform currently hosting the department's 3 intranets. The migration to a SharePoint public website for the department is in progress.

**SOS:** Secretary of State's Office also known as the Department of State

**Venju:** Data center that houses most of the internal production applications in Baton Rouge and hosts the department's website in Bossier City.

**X9.37:** Defines the file format that banks use to exchange checks electronically.

## **2.5 Schedule of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	December 19, 2012
Deadline for receipt of written inquiries	January 9, 2013
Issue responses to written inquiries	January 18, 2013
Deadline for receipt of proposals	February 1, 2013
Announce award of Contractor selection	February 15, 2013
Contract execution	March 1, 2013

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

## **3 PROPOSAL INFORMATION**

### **3.1 Minimum Qualifications of Proposer**

Proposers must meet the following minimum qualifications:

Proposer must have successfully completed at least 5 projects of similar technical scope and complexity. These 5 projects should be sufficiently detailed in the response to this proposal to demonstrate extensive experience implementing highly complex .NET/SQL Server implementations on projects of similar scope and magnitude using both smart clients and website development tools.



The proposer must have extensive experience in building and maintaining large, complex geographic information systems.

The proposer must commit to provide highly qualified, on-site resources.

The proposer must have experience integrating business applications with commercial out of the box accounting systems, credit card and electronic check processing and online banking.

The proposer must have experience with high volume imaging applications.

### **3.2 Determination of Responsibility**

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

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

#### **3.2.1 Right to Prohibit 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.

### **3.3 RFP Addenda**

State 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 at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any

### **3.4 Waiver of Administrative Informalities**

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

### **3.5 Proposal Rejection/RFP Cancellation**

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

### **3.6 Withdrawal of Proposal**

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

### **3.7 Subcontracting Information**

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. Because of the sensitive nature of the data and complexity of the environment subcontracting portions of the work is not allowed.

### **3.8 Ownership of Proposal**

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

### **3.9 Proprietary Information**

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

### **3.10 Cost of Preparing Proposals**

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

### **3.11 Errors and Omissions in Proposal**

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

### **3.12 Contract Award and Execution**

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

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in 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 14 days or if the selected Proposer fails to sign the final contract within 5 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.13 Code of Ethics**

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

## **4.0 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 4:30 PM 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:

Chrissie Weatherford  
Louisiana Secretary of State  
8585 Archives Avenue  
Baton Rouge, La. 70809  
(225) 925-1776

For courier delivery, the street address is 8585 Archives Avenue and the telephone number is (225) 925-1776. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that 8 copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should contain original signatures of those

company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. In addition to the 8 printed copies, proposer shall submit an electronic version of the proposal in PDF format on removable media such as a CD or flash drive.

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.

#### **4.2 Proposal Format**

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. Cost/pricing information should not 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 must sign and submit the Certification Statement shown in Attachment II.

## **5.0 PROPOSAL CONTENT**

### **5.1 *Executive Summary***

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency'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 must 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 will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **5.2 *Corporate Background and Experience***

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of financial statements for the last 3 years, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, complexity 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 a minimum of 5 references from previous clients including names and telephone numbers. Proposers should highlight their experience in designing, implementing and maintaining .NET, SQL Server and ESRI GIS applications.

The proposer should provide this information in the format defined in APPENDIX A. The evaluation committee will consider:

- Proposer's experience (as a company) on projects of similar size, scope, and complexity;
- Proposer's experience configuring, customizing, modifying, maintaining and enhancing .NET smart client and web applications;
- Proposer's experience with highly normalized, large, complex SQL Server databases;
- Proposer's experience with Microsoft Sharepoint;
- Proposer's experience in building workflow solutions;
- Proposer's experience with LeadTools and imaging products/applications;
- Proposer's large scale GIS experience using ESRI;
- Proposer's experience using XML data and schema especially within SQL Server;
- Proposer's experience integrating APIs;
- Proposer's experience in the use of cloud based services;

- Proposer's experience using Team Foundation Services in a large, complex project;
- Proposer's experience integrating custom applications with ERP systems such as Microsoft Great Plains and banking interfaces;
- Proposer's experience with MICR reading and check image scanning/endorsement, Image Cash Letters, safe pay, electronic reconcile.
- Whether the proposer was a prime or subcontractor in the referenced projects;
- Proposer's understanding of government business practices, policies and procedures in general and any elections work in particular;
- Proposer's experience in large, complex distributed technical environments with differing security needs;
- Financial and organizational stability of proposer's organization(s).

### **5.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

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](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](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](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.

No personnel should be proposed with less than 4 years' experience in the specific field/area for which they are proposed. The State expects that personnel described in the response must be available by the beginning of the project or phase for which they are proposed and committed to the project or phase for its duration. Once a contract is executed the Contractor's key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

Contractor staff will work onsite at United 12, located at 8585 Archives Avenue, Baton Rouge, LA 70809 unless otherwise approved in writing by the SOS Project Manager. Exceptions may be granted only on a limited basis where it is in the best interest of the Department. Under no circumstance will the Department consider requests for work to be completed outside of the continental United States due to the sensitive nature of data contained in the system. Fluent English must be communicated, both written and orally by the Contractor staff.

This information submitted in the proposer's response should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related software 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 availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

The proposer should provide this information in the format defined in APPENDIX B. The evaluation committee will consider:

- Proposed staff members' experience in areas outlined in Section 5.2 Corporate Background and Experience;
- Proposed staff members' experience/level of skill in those functions required to achieve the desired functionality;
- Proposed staff members' role and responsibilities, level of effort, duration of involvement, and on-site availability.

#### **5.4 Approach and Methodology**

This section should identify the approach to planning, project management, design and development methodology, risk assessment/mitigation, testing, installation of hardware/software components, security, knowledge transfer, software change management and quality assurance.

The proposer should provide this information in the format defined in APPENDIX C. The evaluation committee will consider:

- Proposer's understanding of the nature of the project;
- Proposer's understanding of business practices, policies, and procedures in governmental entities, and how this understanding will be used to identify project requirements;
- Proposer's understanding of the project risks and the procedures proposed to mitigate these risks;
- Proposer's understanding of technical issues related to the project including hardware and software installation, configuration, and testing;
- Proposer's approach to implementing this system within the State's technical infrastructure and identifying issues that would prevent or impair implementation or operation across the heterogeneous environment;
- Proposer's approach for assuring appropriate system and data security;
- Proposer's approach for defining backup and disaster recovery strategies;
- Proposer's approach to project management, team structure and knowledge transfer;
- Proposer's design methodology;
- Proposer's detail discussion of design and implementation issues.



## **5.5 Cost Information**

The cost proposal must include the project roles defined in Appendix D along with an hourly rate for each project role. All roles must be senior level. The department will not accept junior level resources due to the complexity of the applications. The hourly rate must include any and all costs the Contractor expects to be paid, including labor, per diem, travel, overhead, account management, and any other costs related to providing the service. Travel time is not billable.

The hourly cost for each project role will be summed and divided by the number of roles to provide an average hourly cost. The average hourly cost will be used in the following formula which will be used to apply points based on cost:

$$\frac{\text{Maximum Price Points}}{\text{Price Points}} \times \frac{\text{Price of Lowest Hourly AverageRate}}{\text{Price of Proposal Hourly AverageRate}} = \text{Proposal Price Points}$$

Any projected hardware or software costs should not be included in proposer's response to this RFP.

The State will not accept cost proposals that require a minimum number of hours or provide any guarantees of minimum monthly/annual billing amounts. The number and type of personnel required to fill each role will be determined by task assignment.

The total compensation for the contract will not exceed the total proposed contract ceiling.

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

## **6.0 EVALUATION AND SELECTION**

### **6.1 Evaluation Team**

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

### **6.2 Administrative and Mandatory Screening**

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

### **6.3 Clarification of Proposals**

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

## **6.4 Oral Presentations/Discussions May be Required**

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Proposers may be asked to provide clarification on corporate background and experience, proposed project staff experience, and proposed project approach and methodology. The State expects that the proposer's on-site project manager and other key personnel named in the proposal will take an active and leading role in these interviews. A score will not be assigned for the oral presentations, however the state will take this into consideration in scoring approach and methodology, corporate background and experience and proposed project staff.

## **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.

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

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Approach and Methodology	<b>10</b>
2. Corporate Background and Experience	<b>25</b>
3. Project Staff Qualifications	<b>25</b>
4. Hudson/Veteran Small Entrepreneurship Program	<b>10</b>
5. Cost	<b>30</b>
<b>TOTAL SCORE</b>	<b>100</b>

The Evaluation Team will evaluate each criterion within the Technical Proposal and assign scores based upon information submitted in the Proposal Content. for Approach and Methodology, Corporate Background and Experience and Project Staff Qualifications.

Hudson/Veteran points will be awarded points as indicated in Section 6.5.1.

Cost proposals will be awarded points as indicated in Section 5.5 Cost Information. The Evaluation Team will compile the scores in the Technical Proposal first. Once the Technical Proposals have been assigned, the cost proposal will be opened and calculated. The Evaluation Team will make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

### **6.5.1 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)

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)

**6.6 Announcement of Contractor**

The State 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 "Notice of Intent to Award" letter has been issued.

Any Contractor 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 Corporation Requirements**

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

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

## **7.2 *Billing and Payment***

Billing and payment terms shall be negotiated with the successful Proposer. Billing will occur no more frequently than monthly.

## **7.3 *Confidentiality***

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of State.

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## ATTACHMENT I - SCOPE OF SERVICES

### *Overview*

This project will provide planning, design, programming/development, configuration, installation, problem resolution, analytical and other support services at the Department's discretion for the continued improvement of the ERIN and CORA systems and other functions that support the department in its mission. The Contractor will provide highly qualified resources to work on tasks identified by the Department. The Contractor is responsible for the identification, assignment, and oversight of all work necessary for the successful completion of the tasks assigned, whether performed by Department or Contractor personnel.

This project primarily focuses on continued development of the ERIN application and to a lesser extent CORA but may also include other .NET programming, business analysis, and SQL server support required by the department.

### *Tasks and Services*

The contract resulting from this RFP will include but not be limited to such tasks as:

- Develop a pre-election planning and management system that would provide the ability complete the full cycle of activities required for election day and early voting commissioners. This would include the ability to track training received by commissioners, randomly select commissioners according to state law, notify those selected to serve, and following service inform them of check issuance.
- Institute direct deposit/ EFT for the 20,000 commissioners and hundreds of vendors used in an election. This will require knowledge of Microsoft Great Plains and its integration product, eConnect. Build supporting web applications and electronic notifications so that payees can check the status of payments.
- Provide functionality to centrally manage poll watchers, alternate watchers and super watchers requested by candidates and other third parties and to provide reports to commissioners of those authorized to monitor precinct activity.
- Collect and manage additional information on polling locations in an effort to develop a better system for drayage Contractors necessary for the delivery and setup of machines to polling locations as well as election day emergencies. Data needs to be centrally collected on building superintendents, key custodians, school/church officials, precinct rental owners and managers that may need to be contacted for the opening of buildings or to report problems experienced in the delivery of machines or on election day.
- Implement an election day management system that would allow for mobile applications and/or 2 way communication by text messaging with commissioners in charge at the state's 4,267 precincts. This election day management system would incorporate GIS mapping so that the state can visually determine what precincts/parishes have not opened timely and what parts of the state are experiencing problems. This reporting system would enable the state to dispatch resources and resolve problems in a more expeditious manner.

- Develop a dashboard that would allow the state to monitor all systems used for election night results reporting (e.g. ERIN application, 2 web applications, RSS, WAN, LAN, Cloud, Venyu, etc).
- Conduct research to ascertain available best practices currently in use in other states and jurisdictions, to understand methods used to successfully audit election results. Based upon the research, develop a more sophisticated sampling and post-election audit process to be used to verify the integrity of the election results. Among other criteria, the sampling would take into consideration the margin of victory in races to determine the number of precincts requiring more detailed auditing. Following a pilot program, provide appropriate tools and documentation for deployment statewide.
- In order to perform post-election audits, the ERIN system will need to develop an interface with Parish Manager, the voting machine programming and election reporting system. Parish Manager cannot be connected to any network for security reasons and a manual download/upload at specified intervals will be required to maintain a list of the voting machines used in the state and their assignment to precincts.
- Convert the inventory of early, election day and paper ballot voting systems along with associated laptops, computers, printers and parts in multiple locations in all 64 parishes (warehouse, clerk's office, ROV office) to the ERIN system. This inventory is currently maintained in a third party software solution which tracks the movement of thousands of pieces of equipment within and between parishes throughout the state. Concurrently, the department will evaluate the need for barcoding of the equipment to more efficiently manage its movement.
- Continue the development of the geographic information system to include mapping of polling places (as indicated previously) registrar of voter offices, satellite locations used for early voting and voting machine warehouses. This information is critical in planning preventive measures and responding to disasters. Additionally, add the ability to add election districts to the precinct maps that are currently under development.
- The department must develop a better system to manage the wide variety of public assistance/disability agencies required for compliance with the National Voter Registration Act to include but not be limited to the maintenance/restocking of applications in sufficient quantities as required under the federal law, subsequent transmittal to parish registrars of voters and timely completion of federal reporting requirements. Currently this is a manual process that requires hundreds of man-hours.
- Provide public assistance agencies with technology that can be used to complete the registration process online. This technology is currently being developed for the Office of Motor Vehicles and our goal would be to deploy statewide to NVRA agencies.
- Design and develop a voter kiosk that could be used in public facilities (such as grocery stores, malls) that would provide the ability to securely register to vote or change registration using our online application, confirm registration status and find ballot information.

- Within the CORA system, develop a web application that can be used to file uniform commercial code (UCC) filings online. UCC provides lenders with statewide information regarding liens on movable, personal property.
- Develop a bulk filing routine for UCC that allows banks and service companies to upload and file multiple documents at once through a secure login available on the web.
- Build a web application that would allow users to buy plain or certified copies of UCC documents filed online or in bulk only.
- Build a UCC web application that would allow users to request and receive informational or certified search results
- Make available to the clerks a method to extract UCC online filing information for import into their in-house systems.
- Make changes as required in the CORA system to integrate UCC online and bulk filings into the systems workflow process.
- Adjust CORAs UCC accounting process to properly segregate web/bulk receipts from those received in the parish clerk of court offices and redesign the billing process to account for the changes the state will require.
- Build a process to deliver UCC verification documents to secured parties electronically (web, email)
- Complete hardware or software upgrades for which the department needs assistance which may include but is not limited to hardware/software components, database, operating system, .NET framework, developer tools, SharePoint.
- Make changes to ERIN, CORA and other systems required to meet state and federal changes in the law in a timely manner.
- This project may also include additional assistance required by the Department to further automate functions associated with the Elections, Corporations, Museums or Archives Programs and other SOS departments requiring business analysis and custom development.

### ***Project Management and Administration***

The Contractor must utilize an application design methodology that will be followed throughout the duration of the project. The project manager must be fully trained and have working knowledge of the proposed methodology. Project management activities will occur continuously throughout the project and include but are not limited to the following:

- Responsible for the development of project work plans, schedules and budgets along with the State project manager;
- Manage activities of the Contractor and subcontractor personnel;
- Develop and maintain communication and involvement with key state management personnel, and agency officials;
- Resolve project related issues concerning Contractor performance;
- Review key deliverables prepared by Contractor staff prior to submission to State project manager;
- Monitor progress against project work plans, schedules, and budgets;
- Assist in assigned design, conversion and implementation tasks;

- Review final deliverables prepared by the Contractor prior to acceptance testing and quality assurance review; and
- All other duties as reasonably required to assure the successful completion of the Contractor's responsibilities.

### ***Analysis and Design***

In order to achieve the desired functionality within the specified time frame, Contractor must analyze the Department's business, technical and legal requirements, develop programming specifications, supply detailed design documents, provide security, backup and disaster recovery plans/models, and define hardware and software specifications.

### ***Development***

Provide development services in support of state staff to include programming, configuration, customizing, and modification of data/information structures necessary to meet the identified functionality. Perform database administration and other software or network configuration as required to meet performance metrics established by the Department. Establish and implement proper version control policies and procedures.

### ***Installation and Testing***

Install software components required for the application. Provide technical assistance on hardware installation and configuration as necessary to meet application-specific requirements. Conduct unit, integration and system testing for business processes and volume/stress testing to include simulation necessary for statewide deployment of all planned functionality. Identify and resolve any performance bottlenecks. Test system, application and website security; test backup and disaster recovery plans.

### ***Training and Documentation***

Provide necessary updates or revisions to the user guide as the modules are developed to the Department staff responsible for maintaining these manuals. Provide training/mentoring to the state implementation team on commercial off the shelf applications or tools included as part of this proposal (does not include instructor led or online training on Visual Basic.NET, Visual Studio.NET, SQL Server or ESRI GIS, SharePoint for which the Department has secured training outside of this contract).

### ***Knowledge Transfer***

Prepare state staff before implementation to assume responsibility for continued support and enhancement of the new functions through mentoring and on-the-job knowledge transfer. Provide system documentation for any procedures required for ongoing maintenance, including documentation of all customization, configuration and customer-specific development along with procedures for the subsequent enhancement of the system(s).

### ***Implementation/Deployment Management***

Develop and execute a plan to manage the process by which the changes or enhancements to the application will be deployed. The written plan should include a



detailed listing of all release steps required for deployment along with responsible parties. Execute the plan accordingly and resolve any issues as required to minimize adverse impact on the user community.

***Post Implementation Support***

Three months of post implementation support for each assigned project/task is required to quickly resolve any issues that may arise after deployment to the user community. This support will provide successful resolution of any system problems, implementation issues, and will aid in the transitioning of support to Department staff.

***Deliverables***

Deliverable	Description
Project Standards Document	A project standards document will be delivered within 90 days of the contract begin date that addresses the following key issues: Communication Plan Documentation Requirements Issue Management Plan Scope Management Plan Risk Management Plan Planning and Monitoring Standards Quality Assurance Checkpoints
Project Plan	For each major project, initiative or task assigned, the Contractor will provide an implementation plan that includes all required sub tasks, deadlines, responsible parties and milestones.
Functional Systems Requirements	For each major project, initiative or task assigned, provide Functional System Requirements. Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements document that incorporates the business requirements of the State. The narrative should communicate the context of the work to be performed and the deliverable to be provided.
Technical Design Documents	For tasks assigned that require a modification to the existing technical infrastructure, provide a Technical Design/Technical Architecture Assessment Report. Contractor will perform necessary technical design tasks including the development of hardware/software specifications and any specific configuration requirements. For any new hardware/software components, a network and application security model, backup and disaster recovery plans must be included that provides high system availability for all components with 99.0% uptime between 6:00 AM and 8:00 PM.

Version Control	Contractor will develop and implement with State approval, procedures that supports the provision and migration of efficient code. Version control processes and procedures will be documented and implemented.
Software Installation	Perform software installation and/or upgrades as assigned by the State. Contractor will perform software installation and upgrade tasks such as: database setup, file sizing, application table setup, installation of software releases, operation setup, file migrations, installation test, and system integration test. Identify and resolve any performance bottlenecks.
Application Development	Provide programming, configuration, customizing, and modification of data/information structures necessary to meet the State's identified functionality. Perform database administration and other software, operating system or network configuration as required to meet performance metrics.
Systems Test and Acceptance Test Support	The Contractor will provide a process and plan to ensure that the work product delivered to the State meets its functional and technical requirements and programming is efficient in both technique and performance. This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test. Provide unit, integration and system test results for business processes and volume/stress test results. Provide system, application and website security test results as well as backup and disaster recovery test results. Note: final user acceptance testing to be completed by the State.
Implementation/Deployment Plan	Provide Implementation/Deployment Planning. Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Plan describing the strategy for implementing any major new applications or components of the system; including: resources, time frames, responsibilities, release steps and contingencies.
Training	Contractor will provide on the job training/mentoring and knowledge transfer to ensure that Department staff is prepared to support and enhance the functions added to the application following implementation. Contractor will supply information required for the department to update the user manuals.
Documentation	Provide system and program/application documentation along with any procedures required for the successful operation of new hardware/software components added to the system including backup and disaster recovery procedures where

	applicable.
Post Implementation Support	Provide post implementation support to the State for 3 months and successfully resolve problems identified following any new development or modification to the system.

***Functional Requirements***

Extensive documentation regarding the state’s elections, corporations, museums and archives business processes and programs can be found on the website at <http://www.sos.la.gov>.

The Department of State has primary responsibility for conducting any election held in any recognized jurisdiction in the state. Accordingly, deployments require consideration of the election schedule and its many changes throughout the year. As an example, the department would not allow changes to the commissioner pay system within 60 days of an election as clerks of court begin this process within that window. The ERIN system provides virtually every critical function required to conduct an election with the single exception of the voting machines and the systems which operate these machines. The Contractor is not allowed to make any changes to the systems which operate the machines or the machines themselves as this is the exclusive domain of the voting machine vendor, Dominion Voting Systems. However, there are multiple interfaces currently (ballot layouts, paper ballot upload, button number assignments, early voting card activator and results cartridge upload) which require collaboration to provide desired functionality. Voting systems require extensive federal certification and virtually no changes are allowed even if completed by Dominion.

The Commercial Division is responsible for registration of businesses, service of process (lawsuits) on select companies, the first stop shop and uniform commercial code filings. This section also has peak periods of activity surrounding new registrations and annual report filings for which deployments are restricted. Corporations has been very successful in transitioning over 60% of its filings to an online process. While all corporate filings eligible for online filing will be completed by the contract begin date, no work has been done on uniform commercial code filings.

***Technical Requirements***

The department has standardized its PC environment with Microsoft Windows 7, Microsoft Office 2010 and an Ethernet local/wide area network. Microsoft Office is installed for Departmental employees. The ERIN and CORA applications are used primarily by registrars of voters and clerks of court who may or may not have these products installed. Accordingly, department applications cannot rely on the installation of any Office products.

Windows Server 2007, SQL Server 2012, 2010 are all currently in use by the department. Upgrades to the operating system and databases will be required in the near future.

ERIN and CORA currently utilize SQL Server 2008 R2 running in a Windows 2008 environment. The application uses the 4.0 .NET framework and Visual Studio 2010. An upgrade to SQL Server 2012 is planned and other upgrades may have been completed by the contract begin date. CORA is currently virtualized and ERIN will be migrated to a virtual environment concurrent with the SQL Server upgrade

Development and test systems are located in the Information Services Building in downtown Baton Rouge. Production systems are located at Venyu in Baton Rouge. Backups occur across the metro Ethernet connection between the 2 sites. The Department's website is hosted at Venyu in Bossier City.

ERIN and CORA utilize smart clients installed locally on computers in order to minimize bandwidth requirements. Clerks of court utilize the smart client hosted in a Citrix environment. Solutions delivered require low bandwidth as the Department's extensive WAN is not designed to support high bandwidth utilization. Numerous web applications are deployed for the public.

The Department limits its technical environment to Microsoft products to the greatest degree possible. Other products are often required for implementation of the desired functionality (examples – Flex, ESRI ArcGIS, Citrix). The Department's consent to use other products for which we do not currently own licensing or to add licenses to existing products will not be unreasonably withheld unless the proposed item is cost prohibitive, requires procurement in a short period of time or its implementation is not in the best interest of the State. Given the extensive investments in software and hardware to date, limited flexibility will be allowed to make wholesale environment changes.

Relevant software currently in use by the Department of State includes:

- Office 2010 Professional
- Windows 7
- Exchange 2010
- Windows Server 2008 x64
- Microsoft Clustering Services (Windows and SQL)
- Active Directory
- IIS
- VMWare ESX 3.5
- SQL Server Enterprise & Developer Editions
  - Enterprise used for production applications and the website, developer editions used for DEV and TEST
- Adobe Flex
- Microsoft Reporting Services 2008 (ERIN only)
- Microsoft SharePoint Server 2007 & 2010 for Enterprise
- RedGate SQL Server Backup Professional
- RedGate SQL Toolbelt
- LLBL GenPro (Data Access Layer) Version 2.6
- .NET Framework 4.0
- Microsoft Team Foundation Server
- Visual Studio 2010 Team Suite
- Microsoft Visio (where required)
- Active Reports for .NET Standard Edition V3.0 SP2 Developer License
  - (Used exclusively in CORA and in ERIN only for reports/documents exceeding 2000 pages in length)
- Neodynamic Barcode Professional 2.0 for SQL Server Reporting Services

Microsoft Great Plains version 10 & eConnect  
LeadTools DotNet 32 with Bar Code Module  
ESRI ArcGIS  
ESRI Developer Network (EDN) with ArcEditor  
Help and Manual – Used for development of User Training  
TNT – Used for screenshots in User Training  
DotNetNuke – Department’s current website  
Dominion Voting Systems WinEDS  
Citrix Presentation Server 4.5  
UltraEdit 32  
Adobe Acrobat Professional  
Java – only for the maintenance of the Android GeauxVote Mobile App  
Objective C - only for the maintenance of the iPhone GeauxVote Mobile App

Detailed hardware specifications will be provided to the successful proposer upon request. In general, the Department’s equipment is sized so as to eliminate hardware as the source of any performance issue. Additional hardware will not be allowed to substitute for poor application design. Performance must meet acceptable standards.

Direct access to the ERIN Application from the internet is not allowed under any circumstance. A variety of methods are in use to push data but no service is allowed to pull data. CORA allows for the utilization of web services as its security requirements are not as rigorous as ERIN. Two totally separate technical environments support these applications and their unique security needs. All Departmental web applications are required to utilize the web application firewall.

The Contractor shall provide their own PC hardware and software for project team members. Any equipment to be made operable on the Department’s network shall be reviewed and tested by state staff prior to its use. It is mandatory the Contractor maintain this equipment in accordance with commonly accepted security best practices (e.g. up to date Windows patches, virus protection, etc.) and abide by the State’s internet usage and any network or security standards. All hardware and software will be reviewed before it is used on the local area network, and will only be made operable on the local area network with approval of the Department.

### ***Project Requirements***

The State expects, and the Contractor shall agree to provide work and deliverables, which conform to high professional standards. During contract negotiations, the Contractor and State Project Manager will agree to a detailed list of deliverables including, when necessary, specifics of format and content. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.

The State and the Contractor will identify, establish, and document the basic standards and procedures for the project utilizing guidelines provided by the State. The standards document will form part of the project plan and should be made available to all project team members. Some of the key issues that need to be included:

- Communication Plan

- Documentation Requirements
- Issue Management Plan
- Scope Management Plan
- Risk Management Plan
- Planning and Monitoring Standards
- Quality Assurance Checkpoints

### ***Implementation Approach***

Due to the scope and complexity of the development effort, the State has elected to use a multi-phase approach for this project. The State has specified the proposed number, make-up and sequence of the implementation phases to be as follows:

- Phase 1 Build and implement programs for pre-election planning and management and NVRA agency management and online processing. Complete all identified new functionality for UCC.
- Phase 2 Election day management, election auditing and GIS improvements
- Phase 3 Inventory management, kiosks, hardware and software upgrades.  
Note: this assumes the SQL 2012 upgrade was completed prior to the contract begin date – if not completed, this will move to Phase 1.

Some of the phases listed above will overlap.

### ***Team Organization***

To ensure the success of this project, the State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

The State will be making a major commitment of time, personnel, and funds to the success of this project. The various roles that state personnel will play in this project have been identified with two key goals in mind:

- To ensure the continued success and development of department applications.
- To develop the personnel resources necessary to continue the success of the system once the Contractor's involvement has ended.

The State's staffing commitments for the project should not be considered indicative of either the level of effort required for a project or the complexity of that effort. One of the key roles the state will play will be to monitor progress of the project. The establishment of standards, the acceptance testing process, and a quality assurance program will be utilized to ensure that upon departure of the Contractor, the state is left with a system that meets its functional and technical requirements. This does not in any way diminish the Contractor's responsibility for task management.

The State also expects to actively participate in the effort to complete the deliverables and project. State personnel will provide knowledge of business requirements, operational application data, and technical knowledge of the application development environment. They are prepared to perform tasks assigned for system design, programming, database administration, procedure development, software and hardware configuration, and other customary work of a systems development project. They are also available to act as facilitators in resolving any problems the Contractor encounters that may impede the progress of the project.

Once the project is complete, there may no longer be on-site Contractor personnel to maintain and support the system. At that point, the State must have established a broad base of expertise in the tools and the application. The support staff must have the knowledge necessary to perform continued system development and provide on-going user support and training. The State's technical staff will need the expertise to maintain the related processes, administer system databases, and maintain application software. With this in mind, it will be necessary for state personnel to have meaningful roles in every aspect of the project lifecycle.

### ***State Resources***

The department will make the resources described below available to the Contractor for the Contractor's use in fulfillment of this contract:

#### **Project Director**

The department will appoint a Project Director for this Contract who will provide oversight of the contract and activities conducted.

#### **Project Manager**

The department will appoint project managers with experience in the successful implementation of complex projects. The project managers will also possess knowledge of the operational environment.

#### **Functional and Technical Staff**

The State will provide:

- timely access to State Agency staff (including scheduling of meetings) and available documentation required to complete each of the assigned tasks.
- personnel with knowledge of the business process and associated legal requirements as required.
- a minimum of 5 full time programming resources (with.NET experience) to work during the life of the project. Technical support personnel will be available as required. A total of 8 functional and technical employees may work on the application(s); however, other Department priorities will impede their ability to commit to this task for 100% of their time.

These employees will generally possess a broad base of knowledge across all areas of department systems, and varying degrees of system administration and programming experience. Reasonable access to other personnel on a limited basis will be coordinated through the Project Manager.

**NOTE:** If proposer requires additional State resources, it must be clearly identified in the proposer's response to the RFP.

**Office Facilities**

The State will provide reasonable and normal office space, basic office furniture, supplies, local telephone service, LAN connection, and limited usage of copiers and fax machines. The terms and conditions for remote access to the Department's network can be negotiated.

**Computer Facilities**

The State will make use of computer systems available at reasonable times and in reasonable time increments to support system development, test, and installation activities.

Special facility requirements, such as stress testing shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

Any State resources furnished to the Contractor shall be used only for the performance of this contract.

***Project Work Schedules***

The Contractor will ensure the schedules of the proposed project consulting staff have been designed to guarantee timely completion of deliverables and adequate coverage that is acceptable to the State. The Contractor will be expected to 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 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.

***Reporting Process and Frequency***

Status reports will be provided to the State no less than monthly. At a minimum, status reports will include tasks completed during the time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. This report will be delivered to the State's project manager by close of business within three business days after the end of the period covered.

***Issue Resolution***

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. The status reporting process will provide an effective forum for alerting all key personnel to potential issues and for planning and initiating follow-up actions.



### ***Performance Measures***

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Scope of Services. The State Project Manager will review all methodology, project plans and work product of Contractor and use the following criteria to measure the performance of the Contractor:

- Availability of Contractor's functional and technical staff to perform the task orders.
- Adequate testing by the Contractor of system components to ensure that State requirements are being met and components are error free.
- Implementation of a functioning system, which meets the State's specified requirements for ERIN, CORA or other departmental systems for which the Contractor has been assigned tasks.

### ***Monitoring Plan***

The State Project Manager will monitor the services provided by the Contractor and the expenditure of funds under this contract. The staff person who will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance will be the State Project Manager.

The performance of the Contractor will be monitored by:

- Completing design components according to schedule.
- Reviewing completed design components to ensure that all requirements were met.
- Verifying Contractor is supervising and directing department employees in testing system components developed by the Contractor to ensure components are error free.

Verifying monthly Contractor invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

### ***Quality Assurance***

Quality Assurance reviews are conducted periodically throughout the course of a system's lifecycle. The Contractor will be required to cooperate with the State's quality assurance team, the process in general, and to abide by the results of the reviews.

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

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

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_\_ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subContractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

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

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

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

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

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

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

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SIGNATURE of Proposer's Authorized Representative

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DATE

## **ATTACHMENT III: SAMPLE CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the State of Louisiana, Department of State 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 proposed project will provide planning, design, programming/development, configuration, installation, problem resolution, analytical and other support services at the Department's discretion for the continued improvement of the ERIN and CORA systems and other functions that support the department in its mission. The Contractor will provide highly qualified resources to work on tasks identified by the Department. The Contractor is responsible for the identification, assignment, and oversight of all work necessary for the successful completion of the tasks assigned, whether performed by Department or Contractor personnel.

This project primarily focuses on continued development of the ERIN application and to a lesser extent CORA but may also include other .NET programming, business analysis, and SQL server support required by the department.

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in Attachment I which is made a part of this contract.

### **2.0 ADMINISTRATIVE REQUIREMENTS**

#### **2.1 TERM OF CONTRACT**

This contract shall begin on April 15, 2013 and shall end on April 14, 2014. The State has the right to contract for up to a total of 3 years with the concurrence of the Contractor and all appropriate approvals.

#### **2.2 WARRANTIES**

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. Period of Coverage. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever

occurs later, and will terminate three months thereafter.

B. Free from Defects. Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. Software Standards Compliance. Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment I.

D. Software Performance. Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

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

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

### **2.3 STAFF INSURANCE**

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

## **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 Scope of Services in Attachment I.

### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment I.

### **3.3 PROJECT MANAGEMENT**

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

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

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

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager 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.

### **3.4 QUALITY ASSURANCE REVIEWS**

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

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of 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 IV.

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

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

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment I. 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.

### **3.7 STATE FURNISHED RESOURCES**

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

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment I.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

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

### **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.

F. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **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 \$2 million per year. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of the IT Director for the Department of State.



During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in status reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

## **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 software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

## **10.0 NONASSIGNABILITY**

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

## **11.0 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 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 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

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CONTRACTOR'S SIGNATURE

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DATE

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STATE'S SIGNATURE

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DATE

# ATTACHMENT IV

## 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	Classification	Rate	Availability	Duration
TBD	Project Director/Manager	\$		
TBD	Senior Database Administrator	\$		
TBD	Senior/Lead Developer	\$		
TBD	Staff Developer	\$		
TBD	Business Analyst	\$		

*[List all personnel 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 their 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 V**

## **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 A**  
**CORPORATE BACKGROUND AND EXPERIENCE FORMAT**

**COMPANY DESCRIPTION**

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

**RELEVANT EXPERIENCE**

**For each phase/project referenced – provide the information in the following format:**

**Phase/project 1**

Application type(s): *(Identify specific application)*

Application software: *(Identify specific software)*

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

Prime contractor or subcontractor: *(Specify)*

If subcontractor, what % of total project?

Customer name: *(Specify the name of the customer)*

Project Size: Specify the number and size of source systems, databases, number of end-users.

Contract Amount: Provide the dollar amount of the contract.

Project Dates: (Indicate the start and end date of the project. If the project is not completed, indicate the expected end date. If you provided post implementation support services for a time period not included in the project end date, please indicate this in the On-Going Support section below).

Work performed: (Explain the project and the work performed by your company. If multiple companies participated in the referenced phase/project, each company, prime and sub-contractors, and their roles in the project must be provided.)

Relevance: (Briefly define the relevance of this project to the ERIN project—Similar in size, scope, complexity, significant design challenges and/or implementation effort, etc).

Technical Environment: Data base (SQL Server, DB2, Oracle, Sybase, etc), Windows,AIX, UNIX, etc.

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

On-Going Support: (This section will be used for informational purposes only and will not be evaluated. Indicate the number of months support was provided. Briefly describe the services provided. Indicate if the support was provided by a member(s) of your staff remaining on site, off-site support only or a combination of off-site and on-site).

**Phase/project 2, 3, etc.**

**NOTE: A COPY OF THE FINANCIAL STATEMENT FOR THE LAST 3 YEARS IS REQUIRED.**



**APPENDIX B  
PROPOSED PROJECT STAFF FORMAT**

**Proposed Project Staff:**

**Name and Title:**

**Current Employer:**

**Role on this project:** (*Lead Technical Consultant, Lead Application Consultant, Project Manager, Technical Architect, Security Consultant, Business Analyst etc.*)

**Availability:** (*Hours per week or hours per month and specify on-site or off-site hours*)

**Duration of Involvement:** (*indicate the component/phases and the estimated dates the person will be on-site*)

**Customer references:** (*Name, Title, Company Name, Address, Telephone # and e-mail address*)

**Prior Experience:**

**(SPECIFIC PROJECT) EXPERIENCE – For each project referenced provide the information in the following format:**

**Project 1:**

Application type: (*system specific system and version similar to RFP project*)

Customer Type: (*city, county, state or federal government, or corporation*)

Number of employees impacted by the project:

Role/responsibility on project:

Prime contractor or subcontractor: (*Specify*)

Dates:

Average hours per month on project:

**Project 2, 3 etc.**

**OTHER experience – For each project referenced – provide the information in the following format:**

**Project 1:**

Application type: (*HR, Financial, CRM, ERP, SCM, Department application, etc.*)

Application Software: (*custom or specify application software products and software version*)

Customer Type: (*city, county, state or federal government, or corporation*)

Role/responsibility on project:

Prime contractor or subcontractor: (*Specify*)

Dates:

Average hours per month on project:

**Project 2, 3 etc.**

**Education, Training, Certifications:**

## **APPENDIX C PROJECT APPROACH FORMAT**

### **NATURE OF PROJECT**

Describe your understanding of the nature of the project and how its proposal will best meet the needs of the state agency.

### **PROJECT MANAGEMENT**

Describe your approach to project management.

### **FUNCTIONAL APPROACH**

Define the functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the existing infrastructure

### **TECHNICAL APPROACH**

Define the methodology to be utilized for system design

### **SYSTEM INSTALLATION, CONFIGURATION, and TESTING**

Define the strategy for installing, configuring, and testing the system.

### **SYSTEM IMPLEMENTATION**

Describe the approach for system implementation within the state's infrastructure.

### **TRAINING and DOCUMENTATION**

Define the approach for training the project team and delivering system documentation.

### **TEAM ORGANIZATION**

Define the strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.

### **KNOWLEDGE TRANSFER**

Define the strategy for transfer of application knowledge to position the State to be self sufficient in support of the system.

### **QUALITY ASSURANCE**

Describe the quality assurance program/process/methods employed by company. This should include a discussion of testing processes.

### **SECURITY**

Define the approach to system and data security.

### **PROJECT RISKS**

Identify potential areas of project risk along with mitigation strategies.

### **OTHER**

Provide any other information which you feel is relevant that was not specifically requested.

**APPENDIX D  
COST PROPOSAL WORKSHEET**

The cost proposal must include the following project roles. The hourly rate for each role must include any and all costs the Contractor expects to be paid, including labor, per diem, travel, overhead, account management, administrative fees and any other costs related to providing the service. Travel time is not billable.

Any projected hardware or software costs should not be included in cost proposal section. These costs should be specified in the technical proposal responses.

The State will not accept cost proposals that require a minimum number of hours or provide any guarantees of minimum monthly/annual billing amounts.

The total compensation for the contract will not exceed \$2.0 million annually.

<b>Project Role</b>	<b>Hourly Rate</b>
Project Director/Manager	
Senior Database Administrator	
Senior/Lead Developer	
Staff Developer	
Business Analyst	
Hourly Rate Average*	

\* The Hourly Rate Average is the sum of the hourly rate proposed for the project roles listed above divided by 5 (the number of roles). The Hourly Rate Average will be used for the *Price of Proposal being Rated* factor in the formula to award cost points during the evaluation process. The formula is contained in Section 5.5, Cost Information.