

# REQUEST FOR PROPOSAL

## Redesign and Implementation of Improved Cost Allocation Plan Department of Social Services



**Proposal Opening Date: May 6, 2009**

**Proposal Opening Time: 4:00 pm**

**State of Louisiana**

**Issued: April 6, 2009**

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- A. Sample Contract

# REQUEST FOR PROPOSAL

## Redesign and Implementation of Improved Cost Allocation Plan Department of Social Services

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

**1.1 Background** – The Louisiana Department of Social Services (DSS) is responsible for developing and administering programs to meet the needs of the state's most vulnerable citizens, helping individuals, children and families to achieve safer and more independent lives. Services administered by DSS include but are not limited to providing low income households with food, foster care, child care, adoption services, head start, support enforcement services, temporary cash assistance, child protection, vocational rehabilitation programs, cash management and counseling services, education and training, adult and child residential facilities licensing, and child care facilities licensing. In providing these services, DSS is firmly committed to the recognition and respect of basic human needs and civil rights of both consumers and employees.

To accomplish the Department's mission of building a stronger Louisiana by guiding Louisiana's children, individuals and families to independence and safety, the department relies on approximately 5,200 employees. The Department's budget for State Fiscal Year (SFY) 2009 was approximately \$1.2 billion. The Department receives funding from several sources: State General Fund, Interagency Transfers, Fees and Self-Generated Revenues, Statutory Dedications (Trust Funds), Foundation Grants and Federal Funds. The accounting system used by the Department is the Integrated Statewide Information System (ISIS). Included within ISIS is a Cost Allocation module which the Department utilizes along with other mechanisms to manage this responsibility.

The responsibilities of the Department are managed within several agencies/offices as follows:

Office of the Secretary – Emergency Preparedness, Management and Finance, Communications and External Affairs, Internal Audit Services, Policy Planning and Evaluation, Residential Licensing, Appeals and General Counsel

Office of Community Services – Adoptions Services, Foster Care Services, Family Services, Child Support Services, Child Welfare Services, Prevention and Protection Services, Workforce Development and Clinical Services

Office of Family Support – Family Assistance, Child Support Enforcement, Disability Determinations, Quality Assurance, Temporary Assistance, Food Stamps, Child Care and Early Childhood Education, Administrative Support

Louisiana Rehabilitation Services – Program Planning and Development, Program Services, Vocational Rehabilitation Programs, Emergency Preparedness and Administrative Services, Blind Services, Deaf Services, Traumatic Injury Services, Financial Management

#### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1503 from bona fide, qualified proposers who are interested in providing Cost Allocation services. A contract is necessary to develop and implement a new (or revised) Cost Allocation Plan for the Louisiana Department of Social Services that properly and fully utilizes all

allowable federal funding sources, effectively employs allocation methodologies, meets federal and state requirements/regulations, including compliance with OMB Circular A-87, and reflects all state plans requirements. In addition, the successful contractor will be responsible for successfully negotiating the new cost allocation plan with the United States Department of Health and Human Services, Division of Cost Allocation.

### **1.1.2 Goals and Objectives**

#### **A. Goals & Objectives**

The Department of Social Services desires to assess and adjust its Public Assistance Cost Allocation Plan to assure compliance, accuracy and consistency as well as to establish ongoing maintenance and management procedures that result in long term plan viability despite the necessity to operate in a continually changing environment.

The project objectives are as follows:

1. Review the current Cost Allocation Plan. The current Cost Allocation Plan is divided into several sections. Each section is a separate organizational level within the Department. The current plan includes the following offices/agencies within the Department: Office of the Secretary, Office of Management and Finance, Office of Family Support, Office of Community Services and Louisiana Rehabilitation Services. A status assessment report and recommendations are to result from this review.
2. Review Organizational Levels and Programs within the Plan. The Department has suffered severe budget reductions and is undergoing significant restructuring. This review should result in identification and implementation of any changes that are needed to the plan as a result of these changes. Sample/Recommended staffing plans and work-flows, should be provided and potential solutions identified as appropriate.
3. Review the Enterprise Technology Modernization and SACWIS Compliance Project. The Department is undergoing an aggressive and comprehensive technology modernization and business systems improvement process incorporating a customer service call center, online tools and automated processes aimed at modernizing service delivery and administration enterprise-wide. The current allocation methodologies for operational as well as planning and development costs must be reviewed and appropriate changes recommended.
4. Review Random Moment Sampling (RMS). The Office of Family Support and the Office of Community Services have separate and independent RMS systems. If a recommendation to develop and implement one RMS system that meets the needs of both agencies results from this review, development must be provided along with related implementation support.
5. Review current treatment of Direct, Indirect, and Allocated costs and provide improvements as appropriate.
6. Review allocation methodologies/bases and provide improvements as appropriate.
7. Review current cost pools and steps and provide changes as appropriate.
8. Recommend and/or provide any other changes advisable considering currently known and anticipated program requirements and funding.

## 1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State - The state of Louisiana.
- H. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

## 1.3 Schedule of Events

	<u>Date</u>	<u>Time</u>
	<u>(CT)</u>	
1. RFP mailed to prospective proposers and posted to LaPAC	April 6, 2009	4:00pm
2. Deadline to receive written inquiries	April 17, 2009	4:00pm
3. Deadline to answer written inquiries	April 24, 2009	4:00pm
4. Proposal Opening Date	May 6, 2009	4:00pm
6. Oral discussions with proposers, if applicable	July 13 – 20, 2009	n/a
7. Notice of Intent to Award to be mailed (tentative)	July 31, 2009	4:00pm
8. Contract Initiation August 01, 2009 (tentative)	September 15, 2009	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

## 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to DSS as indicated in section 1.7.2 of this document.

It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Department of Social Services is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the DSS Office of Management and Finance **no later than the date and time shown in the Schedule of Events.**

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

**Proposal Name: Redesign and Implementation of Improved Cost Allocation Plan**

**Proposal Opening Date: May 06, 2009**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

**Proposals may be mailed through the U. S. Postal Service to our box at:**

**Department of Social Services  
Office of Management and Finance  
P. O. Box 3496  
Baton Rouge, LA 70821-3496**

**Proposals may be delivered by hand or courier service to our physical location at:**

**Office of Management and Finance  
627 N. Fourth St. – 8<sup>th</sup> Floor  
Baton Rouge, LA 70802**

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

Proposers should be aware of security requirements for the Iberville building and allow time to sign-in and be presented with a temporary identification badge.

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

## 1.5 Proposal Response Format

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

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

The cover letter should also

- Identify the submitting Proposer;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Proposed Solution/Technical Response**: Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

### 1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

### 1.5.2 Legibility/Clarity

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

## 1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Department of Social Services. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

## 1.7 Proposal Clarifications Prior to Submittal

### 1.7.1 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

### 1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP document and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner. Further, we realize that additional questions or requests for clarification may be generated from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (\*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation or the specifications contained therein has the right to protest in accordance with applicable law and regulations.

\* Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [[www.doa.Louisiana.gov/osp](http://www.doa.Louisiana.gov/osp)] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

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

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

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

Office of Management and Finance  
Attention: Bridget M. Depland  
P. O. Box 3496  
Baton Rouge, LA 70821-3496

627 North Fourth St.  
Iberville Bldg., 8<sup>th</sup> Floor  
Baton Rouge, LA 70802

E-Mail: [bdepland@dss.state.la.us](mailto:bdepland@dss.state.la.us)

Phone: (225)342-4246 / Fax: (225)342-8636

### **1.8 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.9 Proposal Guarantee (if required)**

NOT REQUIRED FOR THIS RFP

### **1.10 Performance Bond (if required)**

NOT REQUIRED FOR THIS RFP

### **1.11 Changes, Addenda, Withdrawals**

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

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

### **1.12 Withdrawal of Proposal**

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

### **1.13 Material in the RFP**

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

### **1.14 Waiver of Administrative Informalities**

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

### **1.15 Proposal Rejection**

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

### **1.16 Ownership of Proposal**

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

### **1.17 Cost of Offer Preparation**

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

### **1.18 Non-negotiable Contract Terms**

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

### **1.19 Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

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

### **1.21 Prime Contractor Responsibilities**

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

### **1.22 Use of Subcontractors**

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

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

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

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

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

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

### **1.24 Acceptance of Proposal Content**

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

### **1.25 Evaluation and Selection**

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

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

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

### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive proposer.

### **1.27 Contract Award and Execution**

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

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

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

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, DSS will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

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

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with applicable law, within fourteen days of the award/intent to award.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of Management and Finance. Contact may be made by phone at (225) 342- 0805 or E-mail to [bdepland@dss.state.la.us](mailto:bdepland@dss.state.la.us) .

### **1.30 Insurance Requirements**

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

### 1.31 Subcontractor Insurance

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

### 1.32 Indemnification and Limitation of Liability

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

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

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

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

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

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

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

### **1.33 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP

### **1.34 Payment for Services**

The Department shall pay the Contractor in accordance with the Pricing Schedule set forth in the executed contract document. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and upon approval by the Department's assigned contract manager. Invoices shall include the contract and order number, using department and activity description. Invoices submitted without the appropriate deliverables and documentation will not be approved for payment until the required information is provided.

The Department will withhold ten percent (10%) of the total amount of each invoice pending successful negotiation and approval by the United States Department of Health and Human Services – Division of Cost Allocation.

### **1.35 TERMINATION**

#### **1.35.1 Termination of this Agreement for Cause**

State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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

#### **1.35.2 Termination of this Agreement for Convenience**

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.36 Assignment**

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

### **1.37 No Guarantee of Quantities**

NOT APPLICABLE FOR THIS RFP

### **1.38 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Social Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **1.40 Record Retention**

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

### **1.41 Record Ownership**

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

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

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

#### **1.43 Contract Changes**

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

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

#### **1.44 Substitution of Personnel**

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

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with RS39:1524-26.

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

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

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

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

The scope of work for this contract is to include review of current criteria as well as development and implementation of a new (or revised) Cost Allocation Plan. The plan shall substantiate funding requests from various funding sources. The plan must receive approval from federal funding partners prior to agency acceptance.

The result of this work will be a Cost Allocation Plan that properly and fully utilizes all allowable federal funding sources, effectively employs allocation methodologies, meets federal and state requirements/regulations, including compliance with OMB Circular A-87, and reflects all state plans requirements. In addition, the successful vendor, in conjunction with DSS – Office of Management and Finance – Division of Fiscal Services, will be responsible for successfully negotiating the new cost allocation plan with the United States Department of Health and Human Services, Division of Cost Allocation.

More specifically, the services to be provided include but shall not be limited to the following list that is not necessarily in order of priority:

- Review current Cost Allocation Plan processes.
- Review current allocation methodologies and recommend improvements.
- Review all aspects of the Random Moment Surveys to assure accurate definitions for program and activity codes exist.
- Provide technical assistance in the development, approval and implementation of all aspects of the Alternative Emergency Salary Cost Documentation plan that is currently under development to be used post disaster.
- Review cost allocation units, particularly for IT related services.
- Recommend changes based upon current program structures, requirements and funding.
- Redefine the allocation bases as appropriate.
- Review current cost pools and recommend changes as appropriate.
- Review chart of accounts and make recommendations for improvements.
- Recommend when specialized cost centers are necessary for smaller programs (vs. inclusion with general administration cost center).
- Participate in all Federal Division of Cost Allocation (DCA) negotiations required to approve the plan.
- Provide “Train the Trainer” training for any CAP or RMS changes.
- Identify any ongoing annual maintenance and support requirements and costs.
- Provide on-site implementation training and support.
- Develop standard reports in conjunction with staff, including reports tailored to facilitate reporting for specific areas (for example, IV-E, food stamps, etc.)
- Provide enhanced capability for ad-hoc reporting.
- Develop a capacity or model to determine an indirect cost rate for prospective grants received from federal or other sources for overhead expenses.

The project objectives are as follows:

1. Review the current Cost Allocation Plan. The current Cost Allocation Plan is divided into several sections. Each section is a separate organizational level within the Department. The current plan includes the following offices/agencies within the Department: Office of the Secretary, Office of Management and Finance, Office of Family Support, Office of Community Services and Louisiana Rehabilitation Services. A status assessment report and

recommendations are to result from this review.

2. Review Organizational Levels and Programs within the Plan. The Department has suffered severe budget reductions and is undergoing significant restructuring. This review should result in identification and implementation of any changes that are needed to the plan as a result of these changes. Sample/Recommended staffing plans and work-flows, should be provided and potential solutions identified as appropriate.
3. Review the Enterprise Technology Modernization and SACWIS Compliance Project. The Department is undergoing an aggressive and comprehensive technology modernization and business systems improvement process incorporating a customer service call center, online tools and automated processes aimed at modernizing service delivery and administration enterprise-wide. The current allocation methodologies for operational as well as planning and development costs must be reviewed and appropriate changes recommended.
4. Review Random Moment Sampling (RMS). The Office of Family Support and the Office of Community Services have separate and independent RMS systems. If a recommendation to develop and implement one RMS system that meets the needs of both agencies results from this review, development must be provided along with related implementation support.
5. Review current treatment of Direct, Indirect, and Allocated costs and provide improvements as appropriate.
6. Review allocation methodologies/bases and provide improvements as appropriate.
7. Review current cost pools and steps and provide changes as appropriate.
8. Recommend and/or provide any other changes advisable considering currently known and anticipated program requirements and funding.
9. Provide guidance and assistance in development and implementation of an Alternative Emergency Salary Cost Documentation plan to be used post disaster as needed.

## **2.2 Period of Agreement**

Work under this agreement is expected to commence on July 1, 2009 and the Cost Allocation Plan must be developed, fully implemented, functioning without errors, and staff trained on its usage by June 30, 2010. The proposer shall provide a timeline indicating deliverables and milestones to successfully complete the project by this date.

## **2.3 Deliverables**

Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided. The deliverables listed below are the minimum desired from the successful proposer.

1. Provide a comprehensive cost allocation plan that:
  - a. properly and fully utilizes all allowable federal funding sources
  - b. effectively employs allocation methodologies
  - c. meets federal and state requirements/regulations, including compliant with OMB Circular A-87
  - d. reflects all state plans requirements
  - e. is compatible with DSS IT requirements

- f. provides controls for reconciling data input to data output
  - g. fairly charges indirect costs to smaller programs
  - h. identifies all hardware and software needs to support the installation of recommended technology enhanced methodologies.
2. Successful negotiation and approval of the new cost allocation plan with the United States Department of Health and Human Services - Division of Cost Allocation. In the context of this contract, the Vendor must be able to respond to questions asked by the DCA once the appropriate information is transmitted to them.
  3. Provide an on-going base of training and supportive services intended to assure timely advice on issues related to cost allocation, rate setting and general fiscal management.
  4. Currently, the Agency has limited reports that would allow management to identify trends, gaps, or issues related to the cost allocation plan or processes. Customized reporting tools should be provided for implementation.

## **2.4 Location**

Although this work may be performed in multiple DSS locations or in the off-site offices of the contractor, all deliverables shall be received and managed at the DSS administrative offices located at 627 N. Fourth Street, Baton Rouge, LA 70821 and shall be coordinated by the assigned project manager within the Department's Office of Management and Finance.

## **2.5 Proposal Elements**

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any mandatory requirement shall result in the rejection of the proposal. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and must include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

1. An Item-by-item response to the Request for Proposals is requested. The proposal should be formatted as prescribed in section 1.5 above and section D. of the proposal submitted should at a minimum include the elements described in section 2.5.1 and 2.5.2 below.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

### **2.5.1 Proposal Outline**

- a. Introduction
- b. Understanding of Project Scope
- c. Work Plan
- d. Relevant Corporate Experience
- e. Corporate Financial Condition
- f. Personnel Qualifications
- g. Cost and Pricing Analysis
- h. Administrative Data
- i. Assignments

- j. Additional Information
- k. Warranty Against Cost Disclosure and Broker Fees
- l. Location of Active Office with Full Time Personnel

## 2.5.2 Required Content

### a. Introduction

Should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request For Proposal. The stipulation that the proposal will be valid for a time period of 120 days should be included in this section. In this section the proposer should also provide an organizational chart displaying its overall structure and the structure it will use to provide the services requested in this RFP.

### b. Understanding of Project Scope, Needs, and Objectives / Work Plan

This section should state proposer's knowledge and understanding of the needs and objectives of the Department of Social Services as related to the scope of this RFP. The proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP. This section should contain work statements setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems.

The practicality of the execution of each stage of the project will be examined. The proposer should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define its functional approach in providing services and identify the tasks necessary to meet the RFP requirements.

**c. Work Plan** – The Proposer should state the approach it intends to use to achieve each objective of the project including major activities and methodologies utilized for each work statement, as well as Department involvement. The Proposal should state how each objective of the project will be accomplished.

This section should address the project work plan and provide a work schedule for each phase of the project. The work plan should be presented as follows:

1. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
2. Provide a strategic overview including all elements to be provided.
3. Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
4. Identify critical tasks;
5. Estimate time involved in completion of tasks;
6. Identify all assumptions or constraints on tasks;
7. Refer to specific documents and reports that are to be produced as a result of completing tasks.
8. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
9. Include charts and graphs which reflect the work plan in detail.
10. Describe the approach to Project Management and Quality Assurance.
11. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
12. If the proposer intends to subcontract for portions of the work, the proposer should

include specific designations of the tasks to be performed by the subcontractor.

13. Document procedures to protect the confidentiality of records in DSS databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

**d. Relevant Corporate Experience**

The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects' scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer should demonstrate experience with the implementation of developing and implementing a new (or revised) Cost Allocation Plan. The proposer should have, within the last 24 months, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name and telephone number of each contact person.

In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

**e. Corporate Financial Condition**

The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

**f. Personnel Qualifications**

This section should include the key factors which the Proposer understands should be considered in the staffing and management of the project. The Proposer shall consider types of resources required, resources available, and training requirements.

The purpose of this section is to demonstrate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. Proposer should also include a statement of its ability to commit full time key personnel for the full term of the contract. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, and should be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort should be submitted.

Job descriptions for all staff should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Proposers should also state job responsibilities, workload and lines of supervision. An organizational chart identifying

individuals and their job titles and major job duties as well as indication of full- or part-time participation is required. The organizational chart should show lines of responsibility and authority. The proposer should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components.

Key personnel should be designated as such in the proposal and resumes should be included. Resumes of key personnel proposed should include, but not be limited to:

1. Experience with proposer,
2. Previous experience in projects of similar scope and size.
3. Where personnel have previously worked as a team on similar projects, resume data should include responsibility and position within the team.
4. Educational background.
5. Proposer should certify that personnel identified in proposal shall be assigned to duties as stipulated in the proposal.

**g. Cost and Pricing Analysis**

Pricing will be a firm fixed lump sum price for providing all services requested in this RFP. All fees and expenses shall be included in the Cost Proposal. The Cost Proposal should provide a detailed itemization of how the total cost was determined. No additional charges will be allowed, including, but not limited to, travel, per diem, postage, Internet, and phone expenses.

The Department will withhold ten percent (10%) of the total amount pending successful negotiation and approval by the United States Department of Health and Human Services – Division of Cost Allocation.

**h. Administrative Data**

The proposal should include the following administrative data:

1. Name and address of principal officer;
2. Name and address for purpose of issuing checks and/or drafts;
3. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
4. If out-of-state Proposer, give name and address of local representative; if none, so state;
5. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
6. If the proposer was engaged by DSS within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
7. Proposer's state and federal tax identification numbers.

**Mandatory Administrative Data**

Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date and that the entire proposal submitted shall become a contractual obligation and valid if a contract is awarded.

**i. Assignments**

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

**j. Additional Information**

Proposers may be required by DSS to provide additional information concerning proposals or to clarify information provided therein.

**k. Warranties**

The following 2 items should be included in the proposal:

**Warranty Against Cost Disclosure:** The proposer should warrant that it has not discussed or disclosed price or cost data with DSS prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

**Warranty Against Broker's Fees:** The proposer should warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract and shall also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

**l. Location of Active Office with Full Time Personnel**

The proposer should include all office locations (address) with full time personnel.

**2.6.1 Financial Requirements**

Prices submitted shall be firm and valid for up to 120 days after the submission of the proposal. Pricing will be a firm fixed lump sum pricing for the term of the contract providing all services requested in this RFP.

The Department will withhold ten percent (10%) of the total amount pending successful negotiation and approval by the United States Department of Health and Human Services – Division of Cost Allocation.

**2.6.2 Technical Requirements**

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

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training,
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

### **PART III EVALUATION**

The Proposer with the highest overall score will be recommended for award. The evaluation of the proposals will be based on the criteria listed below. Evaluations will be conducted by a Proposal Review Committee. Members of the Proposal Review Committee shall be appointed by the Department's Undersecretary. The recommendations of this committee will be forwarded to the Department's Undersecretary for review and consent. The Department's recommendation will then be forwarded to the State's Office of Contract Review for review and award of contract, subject to approval by the Office of Contract Review.

The sole objective of the evaluation committee will be to recommend the proposer whose proposal is the most responsive to the State of Louisiana's requirements. The specifications within the RFP represent the minimum performance requirements necessary.

Scoring will be based on a possible total of 100 points. The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest score will be recommended for award. Each evaluator will score each proposal, all evaluations will be totaled then divided by the total number of evaluators and the proposal with the highest resulting score will be recommended for award.

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

#### **3.1 Financial Proposal (Maximum Value of 25 points)**

The following financial criteria will be evaluated:

All fees and expenses shall be included in the Cost Proposal. The Cost Proposal should provide a detailed itemization of how the total cost was determined. No additional charges will be allowed, including, but not limited to, travel, per diem, postage, Internet, and phone expenses.

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

A proposer's base cost score will be based on the cost information provided and computed as follows:

The proposer with the lowest cost shall receive 25 points. Other proposers will receive points according to the following formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

Where:

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Contractors

PC = Individual Proposal Cost

### **3.2 Technical Proposal (Maximum Value of 75 Points)**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

**i. Services and Support Requirements (30 points)**

The information submitted for review should include an overview of the project detailing the proposer's understanding of and approach to the project, and a detailed explanation of how each element of the "scope of work" will be accomplished. Any work to be performed by subcontractors must be identified. Other available service requirements such as proposer's quality assurance plan, proposer's reporting and billing capabilities, etc. should be included in the proposal.

**ii. Development/Implementation/Orientation Plan (10 points)**

Proposer should submit a schedule and method of implementation of the services required by this RFP. A plan for orientation for DSS staff and any other requirements deemed necessary by the proposer for successful contract start-up and contract monitoring should be provided in the proposal.

**iii. Personnel Experience and Qualifications (10 points)**

The information provided in this section should be sufficient to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. Proposer should list all relevant work experience and qualifications relevant to the RFP. Identify all individuals to be assigned to this project and provide resumes on each listing qualifications and relevant expertise and work experience related to this RFP.

**iv. Organization and Experience (25 points)**

Proposer should include information which will support financial strength and stability, experience with related services, existing customer satisfaction, etc.

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the successful contract award.

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Performance requirements will not be evaluated as a part of this RFP but any resulting contract will include performance indicators and requirements upon which payments will be predicated. Proper performance indicators will be established based on the solutions proposed and the final contracted scope of work that result there from.

### **4.2 Performance Measurement/Evaluation**

NOT REQUIRED FOR THIS RFP