

State of Louisiana

Louisiana School Employees' Retirement  
System



IBM iSeries Software Application Conversion

Request for Proposal

L S E R S

July 1, 2011

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LOUISIANA SCHOOL EMPLOYEES'  
RETIREMENT SYSTEM

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L S E R S

LOUISIANA SCHOOL EMPLOYEES'  
RETIREMENT SYSTEM

## *I. General Information*

### *a) Purpose*

This Request for Proposals (RFP) is issued by LOUISIANA SCHOOL EMPLOYEES' RETIREMENT SYSTEM (herein referred to as "LSERS") for the sole purpose of providing a detailed architectural document concerning the total redesign and implementation of our internal iSeries software application into a web-based or internal application System. The document must provide detailed information on how the system will be developed with the understanding all programming will be accomplished utilizing Microsoft Visual Studio 2010 Professional with the database residing within Microsoft SQL Server 2008 Enterprise or higher.

### *b) Background*

LSERS has an antiquated software application that resides within an IBM iSeries environment that lacks much functionality desired within our organization. LSERS is seeking the assistance from an outside contractor to provide detailed documentation on all information concerning the current system and its functionality to be included into a total design of a new system with many enhancements included that is not yet available within the current application. This architectural document will provide detailed information on the functionality and design of a new system that will be offered through another RFP within the fiscal year 2012-13.

### *c) Scope of Services*

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

## *II. Administrative Information*

### *a) Expected Time Period for Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2011 and must be completed by June 30, 2012 with the option in favor of LSERS to renew annually twice for up to a total of three (3) years.

b) RFP Coordinator

Request for copies of the RFP and written questions must be directed to the RFP Coordinator listed below. This RFP is available in electronic form at <http://www.lasers.net/> in PDF format or in printed form by submitting a written request to the following RFP Coordinator.

Jack Allen, IT Director  
 Louisiana School Employees' Retirement System  
 Information Technology Department

Mailing Address:

8660 United Plaza Blvd  
 Baton Rouge, LA 70809  
 Telephone: 225.925.4929 Fax: 225.925.4118  
 Email Address: [JAllen@lsers.net](mailto:JAllen@lsers.net)

c) Proposer Inquiries

LSERS will consider written Proposer inquiries regarding the RFP Scope of Services before the date specified in the Calendar of Events. LSERS reserves the right to modify the RFP should a change be identified that is in the best interest of LSERS. To be considered, all inquires and requests for clarification of the content of this RFP must be received in writing at the above address (or via fax at 225.925.4118 or email, [JAllen@lsers.net](mailto:JAllen@lsers.net) by 4:00 p.m. CDT on the date specified in the Calendar of Events. All questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the Proposers will be posted according to the date listed on the Calendar of Events at <http://www.lasers.net/>.

d) Calendar of Events

<b><i>Event</i></b>	<b><i>Date</i></b>
List RFP	July 1, 2011
Advertise RFP and mail public announcements	July 1, 2011
Deadline for receiving Proposer inquiries	July 15, 2011
Issue Responses to Proposer inquiries	July 20, 2011
Proposal submission deadline	July 31, 2011
Announce selection	August 15, 2011
Contract Execution	September 1, 2011
Note: LSERS reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.	

### III. *Proposal Information*

#### a) Proposal Response Location

Proposers who are interested in providing consulting service under this RFP must submit a proposal containing the information specified in Section IV. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator at the Street Address designated in Section II by the deadline date specified in the Calendar of Events. Fax or e-mail submissions of proposals are not acceptable. Proposals mailed to the Post Office Box address are acceptable, provided they are received by the RFP Coordinator at LSERS' offices by the deadline date specified in the Calendar of Events. It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

#### b) Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code (LAC) 34:136. LSERS must find that the Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- Provide 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.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure their proposals contain sufficient information for LSERS to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

- c) RFP Addenda  
LSERS reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.
- d) Waiver of Administrative Informalities  
LSERS reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.
- e) Proposal Rejection  
Issuance of this RFP in no way constitutes a commitment by LSERS to award a contract. LSERS 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 LSERS' best interest.
- f) Withdrawal and Resubmission 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.
- g) Subcontracting Information  
LSERS shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however should acknowledge in their proposal total responsibility for the entire contract.  
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. Information required of the Proposer under the terms of this RFP is also required for each subcontractor.
- h) Ownership of Proposal  
All materials submitted in response to this request become the property of LSERS. Selection or rejection of a proposal does not affect this right.

i) 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 Law, La. R.S. 44:1-41 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

j) Cost of Preparing Proposals

LSERS is not liable for any costs incurred by prospective 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 LSERS.

k) Errors and Omissions in Proposal

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

l) Contract Award and Execution

LSERS reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. LSERS reserves the right to contract for all or a partial list of services offered in the proposal. All or appropriate selected portions of the RFP and proposal of the selected Proposer will become part of any contract initiated by LSERS. The selected Proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own standard contract or contract terms and conditions as a response to this RFP. If the selected Proposer fails to sign the final contract within five (5) days of delivery of it, LSERS may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## m) Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana State Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

*IV. Response Instructions*

## a) Proposal Submission

Proposals must be received on or before 4:00 p.m. Central Daylight Time on the date specified in the Calendar of Events. 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:

Jack Allen, IT Director  
Louisiana School Employees' Retirement System  
Information Technology Department  
8660 United Plaza Blvd  
Baton Rouge, LA 70809

The telephone number is 225.925.4929. It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which, for any reason, are not received timely will not be considered.

## b) Proposal Format

LSERS requests that eight (8) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal. This originally signed copy will be retained by LSERS for incorporation by reference in any contract resulting from this RFP. The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

## c) Cover Letter

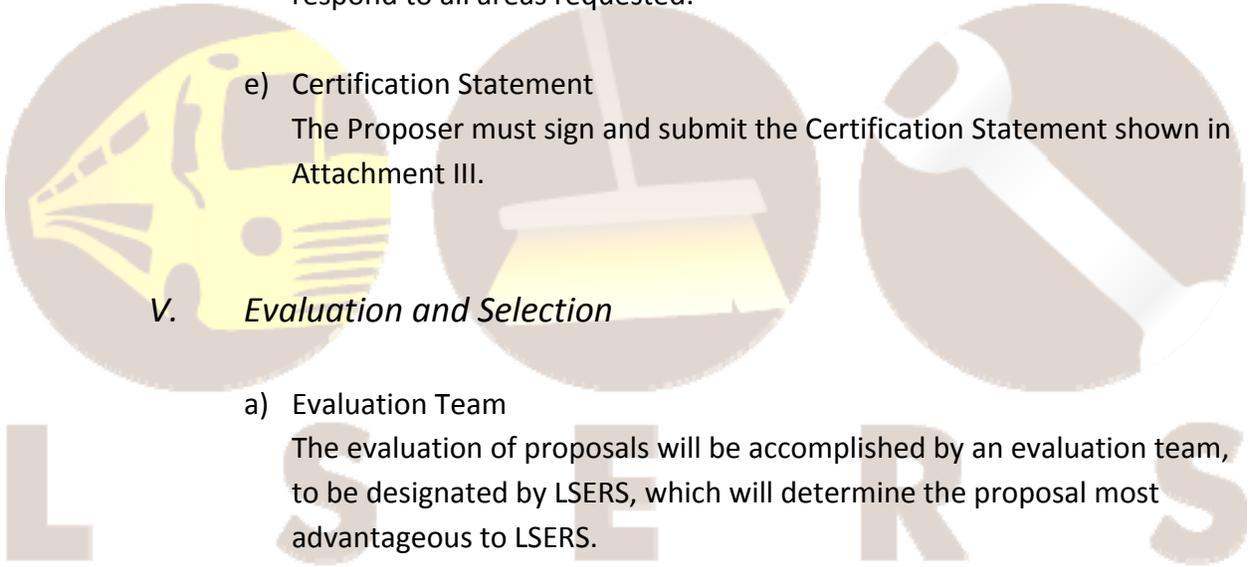
A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

## d) Technical and Cost Proposal

The Proposer should submit a proposal as specified in Attachment II which shall include sufficient information to satisfy LSERS' evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The Proposer should respond to all areas requested.

## e) Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment III.



## V. *Evaluation and Selection*

## a) Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by LSERS, which will determine the proposal most advantageous to LSERS.

## b) Administrative and Mandatory Screening

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

## c) Evaluation 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 procedure below.

NOTES ABOUT THE COST SECTION:

1. The cost for the project must be turn-key at a fixed cost with payments broken into four equal payments at twenty-five percent (25%) intervals throughout the development. The first payment will not be received until the first twenty five percent of the project is complete and work fulfilled is provided in hardcopy and digital format to LSERS.
2. Any proposal that fails to present this information as requested will not be considered for an award under this RFP.
3. The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
Approach and Methodology	50
Relevant Firm Experience & Staff Qualifications	25
Cost (Total Cost Ceiling)	25
Total Score	100

Each Proposer will receive a cost score (Total Cost Ceiling) computed as follows:

$$CS \text{ (Total Cost Ceiling)} = (LPC/PC \times 25)$$

Where:

CS = Computed Cost Score for Proposer

LPC = Lowest Proposed Cost of all Proposers

PC = Proposer's Cost

d) Announcement of Contractor

LSERS will notify the successful Proposer and proceed to negotiate terms for a final contract. Unsuccessful Proposers will be notified in writing accordingly.

**VI. Contractor Requirements**

a) Corporation Requirement

If the successful 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 La. R. S. 12:301-302 from the Secretary of State of Louisiana. If the successful 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.

b) Confidentiality

All financial, statistical, personal, technical and other data and information relating to LSERS' operation which are designated confidential by LSERS and made available to the successful 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 LSERS. The identification of all such confidential data and information as well as LSERS' procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LSERS 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 LSERS to be adequate for the protection of LSERS' confidential information, such methods and procedures may be used, with the written consent of LSERS, 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 is the Contractor to discuss and/or release information to the media concerning this project without prior express written approval from LSERS.

*VII. Attachments*

a) Attachment I: Scope of Services Functional and Technical Requirements

### 1. Overview

LSERS is seeking a contractor to provide very detailed documentation on all components within our internal iSeries software application and transfer all available functionality into a architectural document for a new software application development to replace existing program. In addition, there will be additional functionality incorporated that is not offered by the existing program into either a web-based or internal application format. The architectural document will be a complete blueprint on developing a new system and provide documentation that will allow any developer of reasonable skill to create the application solely from this document.

### 2. Tasks and Services

The selected contractor will be responsible for gathering all information on which to develop the architectural document through interviews, committees, or viewing components within the current application. When gathering information to develop the architectural document, it is a necessity to perform duties of this contract onsite and limit any outside access through remote access software or telephone. Email communication is appropriate only to convey reasonable amounts of information but the majority of data gathering should be onsite with a LSERS staff member assisting with the process. There will be weekly and monthly updates provided in writing to keep administration up to date on the progress of the architectural document. Upon completion of this project, the contractor will present their development in hard copy and electronic format with the understanding that all aspects of this project, especially the source code, will be the property of LSERS. The information cannot in anyway be duplicated or offered to anyone other than our organization without written permission from LSERS Executive Director.

### 3. Functional Requirements

The Contractor will provide all resources to document, design, and develop the new software application system within the architectural document. Contractor will provide all services as necessitated by law, rule changes or LSERS management determination. Within this

project, the Contractor will provide any requested knowledge transfer to LSERS staff as appropriate.

#### 4. Technical Requirements

It is a requirement that all design and development of the architectural document will be accomplished using Microsoft SQL Server 2008 R2 Enterprise Edition with programming accomplished through Microsoft Visual Studio 2010 Professional. The program will be developed as a web-based product or internal program depending on the recommendation from programmers through chosen contractor. It will be a necessity for the contractor to gain prior approval on which path to develop the new system and must submit written documentation on the reason for their selection with factors in place that would warrant the direction of the development. During this time, there may be consultation from a third party to verify these factors while ensuring this is the proper course for development before payment is rendered. LSERS will be responsible for all expenses from having a third party review the information.

#### 5. Deliverables

The Contractor shall produce and provide to LSERS:

- a) The documentation is detailed with the understanding that any programmer with reasonable skill could understand and develop our internal system while utilizing this architectural document.
- b) This RFP will only accept proposals that reflect a turn-key price on completing this project. Any proposals that are submitted at an hourly cost will be rejected immediately. Our organization wants one cost that will encompass the documentation of our new system into a requirement document to be developed the following year through another RFP.
- c) Payment will be broken into four phases that will be dispersed when twenty-five percent of the work is complete. The last payment will not be issued until LSERS Executive Management is completely satisfied with the development and has approved the final invoice to be paid.

- d) Insurance Requirements for Contractors. 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, or employees.

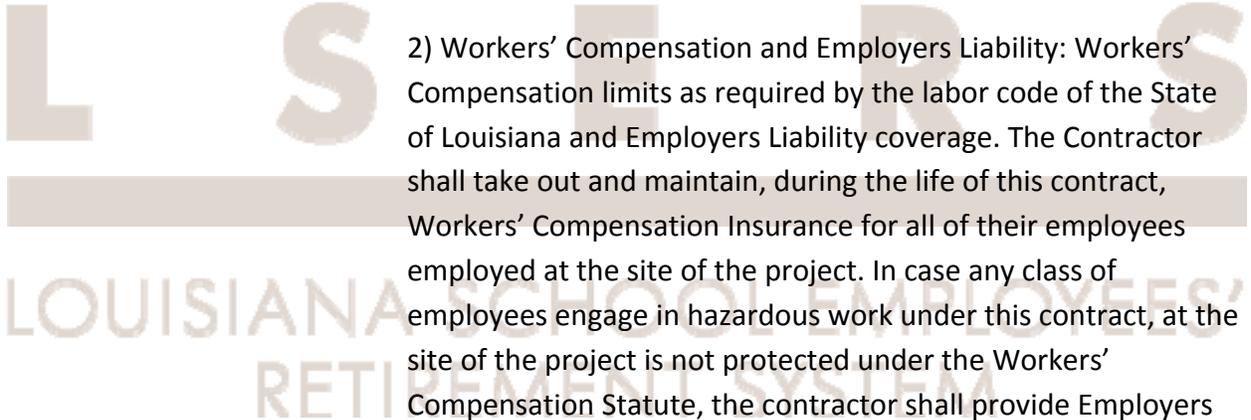
Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by LSERS.

- 1) Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The Contractor shall take out and maintain during the life of this contract from claims or property damages, which occur from operations under this contract, by anyone directly or indirectly employed by the Contractor, the policy shall add the Agency, its officers, officials, employees and volunteers as additional insureds to all required liability coverages and be endorsed to give the Agency 30 days notification if the insurance coverage is cancelled. Insurance must be placed with commercial insurance companies which possess a minimum of A.M. Best Company rating of **A** or higher. Contractor shall disclose deductibles and levels of retention. LSERS may require contractor to post a surety bond guaranteeing payment of losses and defense costs within the deductible or retained layer. Contractor shall agree to the following indemnification agreement:

“The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, LSERS, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property



which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, LSERS, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.”



2) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the labor code of the State of Louisiana and Employers Liability coverage. The Contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all of their employees employed at the site of the project. In case any class of employees engage in hazardous work under this contract, at the site of the project is not protected under the Workers' Compensation Statute, the contractor shall provide Employers Liability Insurance for the protection of their employees not otherwise protected.

The Contractor understands that all materials, files, executables, coding, databases and designs as it pertains to the support, development and enhancement of the above mentioned tasks and services are fully owned by LSERS.

## b) Attachment II: Proposal Information

## 1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer's contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet LSERS' overall requirements. 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 should be supplied. The Proposer must address the specific language in Section IV and submit whatever exceptions or exact contract modifications (subject to LSERS' approval) that its firm may seek to the sample contract. While some final wording will be resolved during contract negotiations, the original intent of the provisions will not be substantially altered.

## 2. Corporate Background and Experience

The response should include the ability of the firm to meet the objective of this project, especially the time constraints, and on the quality, relevance and recentness of similar projects completed by the firm while providing five references. (The Proposer should clearly document specific examples where the firm has completed projects that involve similar complex operation.) The Proposer should summarize the unique value that their corporate participation adds to this project with regard to providing deliverables.

## 3. Proposed Project Staff

The written proposal must specify key individuals who will be on the project team and indicate their necessary skills and experience. An emphasis will be placed on the qualifications of the Proposer's Project Manager and the availability of the Project Manger to oversee project operations. The proposal should include education and recent experience of key individuals, with particular reference to their ability to analyze complex organizational and informational needs and to determine the best way to meet these needs; and with performing

strategic planning and feasibility studies for streamlining and revising the operations of regulatory or similar agencies for the project manager and other project staff. The Proposer should summarize the unique value that their proposed project staff would add to the project with regard to providing project deliverables.

#### 4. Approach and Methodology

Essential to obtaining the objective of this project is the preparation of a well considered approach. The Proposer should define its functional approach in developing a detailed design reflecting the most effective means of accomplishing the tasks and services. The Proposer should define the methodology and approach to be utilized for system development of new programs. The Proposer should define its approach for supporting the current projects within LSERS' infrastructure and identify issues that would prevent or impair implementation or operation across Louisiana State government's heterogeneous environment. The Proposer should clearly show how its approach would include additional creative steps beyond what LSERS has already identified as needed system changes and methods to make LSERS staff more efficient and effective in performing regulatory and programmatic functions.

#### 5. Project Management and Work Plan

The Proposer must describe the project management approach and tools to be used in a proposed project work plan. Emphasis should be placed on the soundness and completeness of the work plan including the techniques to be used for collecting and analyzing data, sequencing and relationship of major steps, timeliness of the project proposal, and methods for implementing the project VALUE: The Proposer should summarize the unique value that the proposed project management and work plan adds to the project with regard to assuring quality project deliverables.

#### 6. Cost Information

The Cost section must include a turn-key price for accomplishing the entire project. Any proposals submitted with alternate compensation will result in an automatic removal from the RFP proposal process. This project will be broken into four phases in which the contactor

agrees that payment will not be received until each phase is completed to the satisfaction of LSERS Executive Management.

7. Administrative Information

Provide a completed Certification Statement as shown in Attachment III with copies of insurance policies, both public liability and workers' compensation. Discuss any suggested revisions (subject to LSERS' approval) to non-mandatory terms and conditions from Attachment IV, Consulting Services Contract.

c) Attachment III: 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. LSERS requires that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact Person's 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 LSERS to contact the above named person or otherwise verify the information I have 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 90 days from the date of Proposer's signature below;

(5) Proposer understands that if selected as the successful Proposer, he/she will have five (5) days from the date of delivery of LSERS' final contract in which to complete contract negotiations, if any, and execute the final contract document:



SIGNATURE of Proposers Authorized Representative: DATE: \_\_\_\_\_

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

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

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

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

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

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

d) Attachment IV

CONSULTING SERVICES AGREEMENT

between

Louisiana School Employees' Retirement System

and

\_\_\_\_\_(Name of Contractor)\_\_\_\_\_

Be It Known, that effective as of the \_\_\_\_\_ day of August, 2011, the Louisiana School Employees' Retirement System, 8660 United Plaza Blvd. Baton Rouge, LA 70809 (hereinafter sometimes referred as "LSERS"), and \_\_\_\_\_, \_\_\_\_\_, Suite \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter sometimes referred to as "Contractor"), have entered into this Consulting Services

Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

## I. Scope of Services

### Overview

The Louisiana School Employees’ Retirement System is seeking a contractor to provide very detailed documentation on all components within our internal iSeries software application and transfer all available functionality into a architectural document for a new software application development to replace existing program. In addition, there will be additional functionality incorporated that is not offered by the existing program into either a web-based or internal application format. The architectural document will be a complete blueprint on developing the new system and provide those components that will allow any developer of reasonable skill to create the application directly from this document.

### Tasks and Services

The selected contractor will be responsible for gathering all information on which to develop the architectural document through interviews, committees, or viewing components within the current application. When gathering information to develop the architectural document it is a necessity to handle onsite and limit any outside access through remote access software or telephone. Email communication is appropriate only to convey reasonable amounts of information but the majority of data gathering should be onsite with a LSERS staff member assisting with the process. There will be weekly and monthly updates provided in writing to keep administration up to date on the progress of the architectural document. Upon completion of this project, the contractor will present their development in hard copy and electronic format with the understanding that all aspects of this project, especially the source code, will be the property of LSERS. The information cannot in anyway be duplicated or offered to anyone other than our organization without written permission from LSERS Executive management.

### Functional Requirements

The Contractor will provide all resources to document, design, and develop the new software application system within the architectural document. Contractor will provide all services as necessitated by law, rule changes or LSERS

management determination. Within this project, the Contractor will provide any requested knowledge transfer to LSERS staff as appropriate.

#### Technical Requirements

It is a requirement that all design and development of the architectural document will be accomplished using Microsoft SQL Server 2008 Enterprise Edition with programming accomplished through Microsoft Visual Studio 2010 Professional. The program will be developed as a web-based product or internal program depending on the recommendation from programmers through chosen contractor. It will be a necessity for the contractor to gain prior approval on which path to develop the new system and must submit written documentation on the reason for their selection with factors in place that would warrant the direction of the development. During this time there may be consultation from a third party to verify these factors while ensuring this is the proper course for development.

#### II. Deliverables

The Contractor shall produce and provide to LSERS:

The documentation is detailed with the understanding that any programmer with reasonable skill could understand and develop our internal system while utilizing this architectural document.

This RFP will only accept proposals that reflect a turn-key price on completing this project. Any proposals that are submitted at an hourly cost will be rejected immediately. Our organization wants one cost that will encompass the documentation of our new system into a requirement document to be developed the following year through another RFP.

1. Payment will be broken into four phases that will be dispersed when twenty-five percent of the work is complete.
2. The last payment will not be issued until LSERS Executive Management is completely satisfied with the development and approved the final invoice to be paid.

The Contractor understands that all materials, files, executables, coding, databases and designs as it pertains to the support, development and

enhancement of the above mentioned tasks and services are fully owned by LSERS.

### III. Contract Monitor

The Executive Director of LSERS, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LSERS' project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and LSERS, and to perform various duties which are specifically provided for in this agreement.

### IV. Performance Measures

Performance Measures for this contract shall include the Contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals and objectives of this agreement, including the transfer of skills and knowledge in both verbal and written form to LSERS staff.

### V. Monitoring Plan

During the term of this agreement, representatives of the Contractor shall discuss with LSERS' Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LSERS Contract Monitor shall review with the Contractor its plans for its performance of the duties and services; and shall continually review and analyze Contractor's performance of services pursuant to this agreement, as well as Contractor's invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor. The Contract Monitor shall also:

1. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
2. Assure that items or payments requested in Contractor's invoice are in compliance with this agreement;
3. Coordinate with LSERS' fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
4. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and

completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LSERS of all problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

VI. Budgeted Amount / Maximum Fee / Contract Cost

The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LSERS of the project contemplated by this agreement shall not exceed the total sum of \_\_\_\_ (To be obtained from the successful proposal) \_\_\_\_\_ & NO/100 (\$ \_\_\_\_\_, 000.00) DOLLARS, which sum shall be inclusive of all fees, costs and any reimbursable expenses (including travel expenses, if any) to be paid by LSERS in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this contract shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by LSERS. Any payments/reimbursements which may be due under this agreement will be allowed only for charges/expenditures occurring between and including the dates of August \_\_\_\_, 2011, and June 30, 2012, and this project and all of the Contractor's services shall be completed by that date, unless the term of this contract is extended as hereinafter provided.

VII. Payment Terms

Contractor shall be compensated for its services, as follows: In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LSERS, payment of the sum stated above shall be made to the Contractor by LSERS, within the four phases set forth from this turn-key development by the organization after the Contractor's services have been provided and completed and after the receipt from the Contractor and approval by LSERS of the Contractor's invoices requesting payment, including a summary description or brief recap of the Contractor's services provided during the previous month included in the Invoice pursuant to and in fulfillment of the goals and objectives of this agreement; and the Contractor's submission of each such invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the invoice have been fully performed and completed justifying the requested payment. All original documentation supporting the invoice shall be

maintained by Contractor, and shall be subject to audit, as hereinafter stated. Travel expenses incurred by Contractor's personnel on behalf of LSERS, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses and their reimbursement are included in the approved budgeted amount or maximum fee, such travel expenses are approved by LSERS, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LSERS and attached to Contractor's invoices for reimbursement.

VIII. Contract Term / LSERS' Extension Option

This contract shall begin August \_\_\_\_, 2011; and this project and all of the Contractor's services hereunder shall be completed by June 30, 2012, and this contract shall terminate on that date, unless amended and extended in writing and approved by all parties. LSERS shall have the option to renew or extend the term of this agreement for up to two (2) additional years; which option may be exercised by LSERS either by renewing or extending this agreement for a two (2) year term, or for one (1) year only, and then if LSERS elects to do so, it may be again extended for another year.

IX. Tax Liability

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number:

\_\_\_\_\_.

X. Termination for Convenience

Either party may terminate this contract at any time by giving thirty (30) days written notice. LSERS may amend this contract due to budgetary reductions or changes in funding priorities by LSERS upon giving thirty (30) days written notice.

XI. Termination for Cause

LSERS may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that LSERS shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case 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 LSERS may, at its option, place the Contractor in

default and this 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 LSERS to comply with the terms and conditions of this agreement; provided that the Contractor shall give LSERS written notice specifying LSERS' failure and a reasonable opportunity for LSERS to cure the defect.

XII. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved under the provisions of La. R.S. 39:1524 through 1526.

XIII. Ownership of Materials

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

XIV. Assignment of Interest

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of LSERS; provided however, that claims for money due or to become due to Contractor from LSERS may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LSERS. LSERS shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from LSERS.

XV. Audits and Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LSERS auditor shall have the option of auditing all records and accounts of the Contractor that relate to this contract, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

XVI. Fiscal Funding (applies to multi-year contracts only)

The continuation of this contract is contingent upon the approval of the operating budget in which funds are allocated to fulfill the requirements of the contract. If funds are not approved for the operating budget to provide for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not budgeted.

XVII. Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and will render services under this contract without discrimination, and without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this contract.

XVIII. Public Liability (provide a policy of liability insurance and workers' compensation)

Insurance Requirements for Contractors, 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, or employees.

Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by LSERS.

1) Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The Contractor shall take out and maintain during the life of this contract from claims or property damages, which occur from operations under this contract, by anyone directly or indirectly employed by the Contractor.

2) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the labor code of the State of Louisiana and Employers Liability

coverage. The Contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all of their employees employed at the site of the project. In case any class of employees engage in hazardous work under this contract, at the site of the project is not protected under the Workers' Compensation Statute, the contractor shall prove Employers Liability Insurance for the protection of their employees not otherwise protected.

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

XIX. LSERS Liability

LSERS' liability under this agreement shall be limited to the dollar amount of the agreed compensation, budgeted amount or maximum fee shown in this agreement; and LSERS shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XX. Headings

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purposes of this contract, are solely for the ease of reference.

XXI. Agreement Approval

This agreement shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Executive Director of LSERS.

## XXII. Notice of Insufficiency

It is the responsibility of the Contractor to advise LSERS in advance if contract funds or contract terms may be insufficient to complete contract objectives.

## XXIII. Choice of Law; Conflicts of Interest; Code of Ethics

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the 19th Judicial District Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract. Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for LSERS, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify LSERS if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the terms of this agreement.

## XXIV. Entire Agreement; Order of Precedence

This contract, together with the "Request for Proposal" ("RFP") and addenda issued thereto by LSERS, the Proposal submitted by the Contractor in response to LSERS' RFP, as well as any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this contract. In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP, the addenda, and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP and the addenda, and then by the terms of the Contractor's Proposal.

IN WITNESS WHEREOF, this Consulting Services Agreement has been signed by the undersigned duly authorized officer(s) of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES

\_\_\_\_\_  
Signature – Contractor Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature – Contractor

\_\_\_\_\_  
Date Signed

IN WITNESS WHEREOF, this Consulting Services Agreement has been signed by the undersigned duly authorized representative(s) of LSERS, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES

\_\_\_\_\_  
Signature – Charles P. Bujol, Executive Director  
La. School Employees’ Retirement System

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature – Jack Allen, LSERS Contract Monitor  
La. School Employees’ Retirement System

\_\_\_\_\_  
Date Signed

LOUISIANA SCHOOL EMPLOYEES’  
RETIREMENT SYSTEM