****

# BATON ROUGE COMMUNITY COLLEGE

**INFORMATION TECHNOLOGY / DATA PROCESSING**

**CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA PARISH OF EAST BATON ROUGE**

**THIS CONTRACT** is entered into, by and between **Baton Rouge Community College** (hereinafter referred to as “College”), a public higher education institution, and Click here to enter contractor’s name & complete address (hereinafter referred to as “Contractor”)

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**1.0 SCOPE OF SERVICES**

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

**1.1 CONCISE DESCRIPTION OF SERVICES**

Provide the concise description of the data processing consulting services to be acquired.

**1.2 COMPLETE DESCRIPTION OF SERVICES**

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

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - College Furnished Resources

**2.0 ADMINISTRATIVE REQUIREMENTS**

**2.1 TERM OF CONTRACT**

This contract shall begin on Click here to enter begin date. and shall end on Click here to enter end date.. College has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

**2.2 WARRANTIES**

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

A. *Period of Coverage*. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate spell-out number (#) months thereafter.

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

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

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

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

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

**2.3 STAFF INSURANCE**

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

**2.4 LICENSES AND PERMITS**

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

**2.5 SECURITY**

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

**2.6 TAXES**

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

**2.7 CONFIDENTIALITY**

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

**3.0 TECHNICAL REQUIREMENTS**

**3.1 STATEMENT OF WORK**

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

**3.2 CONFIGURATION REQUIREMENTS**

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

**3.3 PROJECT MANAGEMENT**

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

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

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

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

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

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

**3.4 QUALITY ASSURANCE REVIEWS**

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

**3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

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

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

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

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

**3.6 STATE PROJECT DIRECTOR**

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

**3.7 STATE FURNISHED RESOURCES**

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

**3.8 STATE STANDARDS AND GUIDELINES**

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

**3.9 ELECTRONICALLY FORMATTED INFORMATION**

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

**4.0 ACCEPTANCE OF DELIVERABLES**

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

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

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

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

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

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

**5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, College hereby agrees to pay to Contractor a **maximum fee** of **$**Click here to enter maximum amount. Payment will be made only on approval of Name & Title of Designee, or his/her designated successor or replacement, in accordance with the terms and conditions of this contract.

*(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only*)

**Example A.** *Payment by Task*.

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the College of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

Payment Schedule

College has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

$000.00 Task 4 Verify Functional Requirements

$000.00 Task 5 Develop Detailed Design for Modified WIS System

$000.00 Task 7 WIS System Modifications and Testing

$000.00 Task 9 Develop System Documentation

$000.00 Task 12 Conduct Pilot Test

$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the College of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the College of the payment task and receipt of an invoice. College will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

* Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
* The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the College of all deliverables provided by the contract.
* Upon written College acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
* The remaining retained funds will be paid to the Contractor upon College acceptance of the system following the warranty/maintenance period.
* No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

**Example B.** *Payment by Percentage of Completion*

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key

project milestones accepted by the College and conclusion

of initial project meeting where objectives and time

tables are agreed to by the College and the Contractor. 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the College and training

of College personnel 30%

Final Plan accepted by the College 20%

**6.0 TERMINATION**

**6.1 TERMINATION FOR CAUSE**

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

**6.2 TERMINATION FOR CONVENIENCE**

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

**7.0 REMEDIES FOR DEFAULT**

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

**8.0 AVAILABILITY OF FUNDS**

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

**9.0 OWNERSHIP OF PRODUCT**

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

#### 10.0 NONASSIGNABILITY

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

**11.0 RIGHT TO AUDIT**

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

**12.0 RECORD RETENTION**

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

**13.0 AMENDMENTS IN WRITING**

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

**14.0 FUND USE**

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

**15.0 NON-DISCRIMINATION**

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

**16.0 HEADINGS**

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

**17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)**

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

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

**OPTIONAL FEDERAL REQUIREMENTS**

**ANTI-KICKBACK CLAUSE**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**CLEAN AIR ACT**

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**ENERGY POLICY AND CONSERVATION ACT**

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the College energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**CLEAN WATER ACT**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

**IN WITNESS WHEREOF**, by signing this Contract, College and Contractor fully acknowledge their consent and understanding of and commitment to the terms and guidelines set forth above and in all contract attachments.

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| **WITNESSES (COLLEGE)** |  | **BATON ROUGE COMMUNITY COLLEGE** |
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| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **Requested by (Chief Information Officer):** |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: |
|  |  | Title: |
|  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
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|  |  | **Approved by (Chancellor):** |
|  |  | Name: |
|  |  | Title:  |
|  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  |  | **Approved by (Vice Chancellor of Finance):** |
|  |  | Name: Helen Harris |
|  |  | Title: Vice Chancellor of Finance |
|  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **WITNESSES (CONTRACTOR)** |  | **CONTRACTOR** |
|  |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

**ATTACHMENT I** - **STATEMENT OF WORK**

**1.0 INTRODUCTION**

State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.

**2.0 DESCRIPTION OF SERVICES/TASKS**

Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.

**3.0 SCHEDULE REQUIREMENTS**

Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.

**4.0 PERFORMANCE MEASURES AND MONITORING PLAN**

Describe the performance measures to be taken during the project and monitoring plan.

**5.0 DELIVERABLES**

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

List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.

Examples are as follows:

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| **Examples of Deliverables** |
| Deliverable | **Description** |
| Technical Assessment | Provide *Technical Assessment*. Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan. |
| Information Planning | Provide *Information Planning*. Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director. |
| Functional Systems Requirements | Provide *Functional System Requirements*. Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)   |
| Technical Design/ Technical Architecture Report   | Provide *Technical Design/Technical Architecture Report*. Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)   |
| Demonstration Model or Prototype | Provide *Demonstration Model*. Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.   |
| Implementation Planning Report | Provide *Implementation Planning Report*. Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.   |
| Programming/Custom Modifications | Provide *Programming/Custom Modifications*. Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used |
| Software Installation | Provide *Software Installation.* Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.   |
| Systems Test and Acceptance Test Support | Provide *Systems Test and Acceptance Test Support*. This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles. |
| Interface Testing | Provide *Interface Testing*. This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document. |
| Implementation Support | Provide *Implementation Support*. Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide *Training Delivery*. Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan. |
| Training Materials | Provide *Training Materials*. This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.   |
| Documentation | Provide *Documentation*. This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan. |
| WWW Presence | Provide *WWW Presence*. This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified. |
| Post Implementation Support | Provide *Post Implementation Support* to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation |
| Change Control | Provide *Change Control.* Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.   |
| Final Project Report | Provide *Final Project Report*. At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director. |

**5.0 STANDARD OF PERFORMANCE**

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.

**ATTACHMENT II** - **HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the College data processing facility and configuration as follows:

**1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.

**2.0 SPECIAL REQUIREMENTS**

List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.

**3.0 STANDARDS AND GUIDELINES**

List here references to applicable standards and/or guidelines or indicate "NONE'.

Also, describe any exceptions to College standards and guidelines that will be permitted under this project. However, the College should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.

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**ATTACHMENT III - CONTRACTOR PERSONNEL AND OTHER RESOURCES**

**1.0 CONTRACTOR PERSONNEL**

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

Name/Company Responsibilities/Classification Rate Expected Duration

*

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

**2.0 PC WORKSTATIONS**

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

**3.0 NETWORK CONNECTIVITY**

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

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**ATTACHMENT IV** - **STATE FURNISHED RESOURCES**

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

**1.0 PROJECT DIRECTOR**

The Project Director appointed by the College as described in Section 3.6 is Name and Title of Project Director who is the principal point of contract for this contract on behalf of the College.

**2.0 TECHNICAL STAFF**

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

**3.0 FUNCTIONAL STAFF**

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

**4.0 OFFICE FACILITIES**

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

**5.0 COMPUTER FACILITIES**

College will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

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**ATTACHMENT V** - **INSURANCE REQUIREMENTS FOR CONTRACTORS**

**1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the College of Louisiana, including Employers Liability insurance.

**2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

**3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

**4.0 OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

**5.0 ACCEPTABILITY OF INSURERS**

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

**6.0 VERIFICATION OF COVERAGE**

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

**7.0 SUBCONTRACTORS**

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