

OFFICE OF STATE PROCUREMENT (OSP)
PROFESSIONAL SERVICES CONTRACT
GUIDELINES

JUNE 2020

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1.0 INTRODUCTION

Act 772 of the 1978 Legislative Session established the Office of Contractual Review (OCR) as the agency with final approval authority for most state contracts for professional, personal, consulting, and social services. Additionally, by executive order of the governor, all cooperative endeavor agreements executed by state agencies, where there is an expenditure of public funds, are required to be reviewed by the OSP.

Act 864 of the 2014 Legislative Session combined Louisiana's Procurement of Services provisions into the Louisiana Procurement Code and places all authority, duties and responsibilities under the Office of State Procurement (OSP). The enabling statute of OCR, La. R.S. 39:1485 was repealed by Act 864 of 2014 and Act 864 merged the laws pertaining to PPCS contracts into the Louisiana Procurement Code (La. R.S. 39:1551, et seq.).

When a state agency, university, board, or commission (not otherwise exempt by law or lawful delegation) signs a contract for professional, personal, consulting and social services (PPCS contract), the contract is sent to OSP for approval. OSP processes these contracts in accordance with La. R.S. 39:1551-1755 and Louisiana Administrative Code Title 34, Part V. The guidelines described herein are to be followed by the OSP Director and staff in processing and approving contractual agreements, and are used as training guidelines in support of compliance, with referenced statutes and rules and regulations promulgated by the OSP to carry out the purposes of applicable statutes. In addition to statutes, OSP rules and regulations, and the guidelines described herein, the OSP website may contain additional guidelines, forms and formats, frequently asked questions (FAQs), and other information for use in securing contractual services for the State.

Contracts are reviewed for appropriateness of contract terms and language, signature authorities, evidence of funding and compliance with applicable laws, regulations, executive orders and policies, and that agency procurement processes comply with competitive solicitation requirements of law. In addition, the PPCS contract review process ensures that a central record of the referenced contracts/agreements is maintained and that comparative statistics in the number and kinds of services can be developed for planning and reporting purposes.

There are two methods by which contracts and amendments can be submitted to OSP:

1. Paper
2. Electronic submission via PROACT or LaGov electronic workflows

2.0 CONTRACT REVIEW REQUIREMENTS

2.1 Required Elements for OSP Review

When a contract or amendment is received by OSP, the date received is recorded within the LaGov system.

1. The Contracts Analyst reviews the contract/amendment, noting the presence or absence of needed information.

A. Documents required for all contracts submitted to OSP for approval, regardless of the type of contract:

a. **Transmittal letter** to identify LaGov contract number, contractor, agency contact, and return address. (PROACT information tab can be used for this purpose.)

b. Appropriate original (not a signature stamp) signatures of agency authorized designee (per agency signature authority on file with OSP) and contractor as evidence that there is a binding agreement between the parties.

A PROACT using agency shall submit an electronic copy of the original contract to OSP in lieu of paper copies.

Electronic signatures are acceptable in accordance with LAC 34.V. 2509 (G) and PTN-51 (<\\1fs1-clam\fsosp\IntraNet\procedures\PTN\Purchasing\PTN 51-ElectronicSignatures-08 20 19.pdf>).

By submitting this contract/amendment to OSP I understand that my agency is responsible for the following:

- Maintaining an original contract with original signatures the same form as submitted to OSP.
- Ensuring the electronic version submitted for approval is an electronic version of the legally-binding agreement.
- Maintaining a copy of the approved version.

c. **Appropriate approvals by other state agencies** are dictated by the content of the contract.

A PROACT using agency will obtain additional approvals through the workflow process within PROACT. All other agencies will need to obtain additional approvals before submittal to OSP. These approvals could be from the Division of Administration, Attorney General's Office (AG), Office of General Counsel (OGC) and Civil Service (CS). All legal contracts must be reviewed and approved by the Attorney General's Office and the Office of General Counsel.

Amendments to legal contracts require approval from the Attorney General's office but not approval from the Office of General Counsel.

*** Transmittals received by OSP without the proper additional approvals will be sent back to the agency to ensure the indicators are marked appropriately.

- d. **BA-22** (for those state agency contracts with financial expenditure). Amendments only require a BA-22 if the amendment affects the financial expenditure.

2.2 Required Content of Every Contract

1. Maximum amount of contract and terms of payments to be made.
2. Dates upon which the contract is to begin and when the contract will terminate.
3. Description of the work to be performed including goals and objectives, deliverables, performance measures, and a monitoring plan. The monitoring plan is to specify the contract monitor. OSP recommends the monitor be designated by position or title, not the person's name, to eliminate the need for amendments when monitoring is reassigned.
4. Responsibility for payment of taxes, when applicable, including tax identification number included in the contract.
5. Circumstances under which the contract can be terminated either with or without cause. Must contain 30-day termination at convenience of the State unless justified and approved by the Director of OSP.
6. Remedies for default.
7. Statement giving the Legislative Auditor and the Division of Administration Auditors the authority to audit records of the individual(s) or firm(s).
8. Assignability clause.
9. Anti-discrimination language.

OSP provides a contract template that can be used as a tool to assist the user in contract development.

2.3 Additional Clauses Required When Indicated

1. When contract includes travel reimbursement: "Travel is in accordance with PPM 49 State Travel Regulations."
2. When a contract is a cost reimbursement contract: An itemized budget is required.

3. When a contract requires reports or deliverables to be received on a specific schedule: The schedule is to be within the specified dates of the contract.

4. Advance payment justification from non-profit contractor and approval by the agency with a statement that this is the most cost effective way of obtaining the services, as well as a recoupment schedule. Payments may be made to the contractor for professional, personal, consulting, and social services contracts in advance for services being performed if the certain conditions are met in accordance with RS: 39.1613.

2.4 Additional Documents Required When Indicated

When	Contract additionally requires
Contract >\$5000	Certification letter
Contract exceeds 12 months	Multi-year explanation
Contractor is a corporation, either profit or non-profit	Board Resolution documenting who can sign contracts for the Corporation and should not be more than 2 years old
Contractor is a for-profit corporation whose stock is not publicly traded	Disclosure of Ownership affidavit is on file with the Secretary of State and indicates that the contractor is in good standing
Contractor is an out-of-state corporation	Certification of Authority to do business in Louisiana
Contract is a consulting contract	Resumes of individual consultants providing services
Outsourcing Contract	Key Internal Control documentation with the agency file
Contract or amendment is for Professional, Personal, Consulting or Social Services	Vendor Profile Data form as required by Act 589 of 2016

2.5 Outsourcing of Key Internal Controls

State agencies which contract for services entailing a key internal control for their organization will be required to conduct an internal review and certification as part of the procurement process. If key internal controls are being outsourced, and the agency so determines, those contractors will be required to provide independent assurance as to the design, implementation, and operating and effectiveness of these controls through a SSAE 16 examination, internal IT audit, or other equivalent assurance. Where warranted, such provisions are to be included in RFPs and contracts.

A key internal control is often defined as a control that, if it fails, means there is a reasonable likelihood that a material error in a financial statement or audit statement would not be prevented or detected in a timely manner. Agencies must evaluate their internal processes and determine whether the function being contracted for, or outsourced, is a key internal control. Some outsourced functions are critical to financial operations. Some functions are critical to the mission of the user entity. Some outsourced services involve sensitive processes, while others involve data security, confidentiality, integrity and availability. If outsourcing the administration of an entire program, system or function, a key internal control may be included in the services being outsourced.

Without independent assurance on key controls, the State may be unable to monitor providers to ensure that systems and processes follow contract terms, comply with regulations, and ensure data confidentiality, integrity and availability. Without this, the State may be unable to prevent or detect unmet requirements, cost overruns, errors, financial misstatements, or fraud.

The contracting agency should ensure there is independent assurance as to the design, implementation, and operating and effectiveness of these controls through a SSAE 16 examination, internal IT audit, or other equivalent assurance.

When preparing an RFP or contract for professional, personal, consulting, or social services under Title 39, Chapter 17, each agency must perform an evaluation of key internal controls. The determination should be made by each agency in consultation with its finance and accounting section, internal audit section, and information technology unit, depending on the services being outsourced.

Checkpoints will be put in place by the Office of State Procurement to ensure that this process is being followed by the agencies:

Contract submittal. Upon submittal, each agency head/person with delegated authority for contracting must certify in its letter to OSP that an examination of the key internal controls for the agency has occurred and that the agency, in its judgment, has taken appropriate measures to ensure independent assurances are in place, if warranted. Contracts will be reviewed to determine that appropriate language is included requiring SSAE 16 review, or its equivalent. Sample contract language will be available on the OSP website.

RFP review and approval. When preparing RFPs for future services, agencies should conduct an examination of the key internal controls that the agency may be outsourcing.

When reviewing RFPs, OSP will ask the following questions of the agency:

- Have you evaluated, in consultation with your agency finance, IT or internal audit section whether the outsourcing involves a key internal control?
- Based on their judgment, does the program, process or function being outsourced through this planned contract involve a “key internal control”?
- If key internal controls are not being outsourced, has agency included an email from authorized agency personnel, such as the Undersecretary, when the agency submits the RFP.
- If a key internal control is being outsourced, has the agency’s email advised whether the agency will request independent assurances through an SSAE 16 engagement or review or other independent process and advised where in the RFP and sample contract this is addressed? The RFP should also address the cost of the independent assurances and whether it is to be included in the proposer’s cost or will be borne by the agency.

In summary, RFPs will be reviewed to determine that the outsourcing of key controls issue has been addressed at the agency level and appropriate language is included requiring SSAE 16 review, or its equivalent, if warranted. Sample RFP language will be available on the OSP website.

Additional reference information is located on the DOA website. Please note that the policies are applicable to DOA contracts. Each agency should consider developing its own policies governing Outsourcing of Key Controls.

DOA’s Outsourcing of Key Internal Control Policy No. OFSS-07

<http://www.doa.la.gov/ofss/Forms/Outsourcing%20of%20Key%20Internal%20Control%20Policy.pdf>

<http://www.doa.la.gov/Pages/ofss/Outsourcing-Key-Internal-Control-Forms.aspx>

Evaluating Outsourced Function Decision Tree

<http://www.doa.la.gov/ofss/Forms/Evaluating%20Outsourced%20Function%20Decision%20Tree.pdf>

2.6 Sole Source Contracts

Sole Source is defined when only one exists for the services requested by the using agency and the vendor does not sell through distributors/dealers.

Some examples of how a contractor may be classified as a sole source?

1. contractor is the only contractor that provides the scope of services required by the using agency;
2. contractor is the owner of a source code or proprietary software; or
3. contractor is the single source with the unique capabilities to perform the service, etc.

Sole Source procurement can be made only after the requesting agency submits for pre-approval the following to the OSP Director or the Director's designee. The request must be submitted by email with the required supporting documents listed below.

- Letter of request to the OSP Director from the Agency Secretary or Undersecretary or authorized designee which fully explains why the agency believes the situation qualifies as a sole source. The letter must address whether any other sources exist for the requested services, and explain why the services are necessary for the agency and why a competitive process is not warranted. See R.S.39:1619B (1) and LAC Title 34, Part V, Chapter 25, Subchapter B. 2542.A.2-4.
- Letter from the contractor justifying the assertion that the services are a sole source. Provide information regarding proprietary software, unique capabilities, etc.
- Supporting documentation should be included, such as outside research, determinations by other government entities, grant documents.
- 6 years of past contracting history for the services being requested, including CFMS/LaGov #, contractor name and contract amount. Indicate whether any of those contracts were the result of sole source approval. If so, provide copies of any previous sole source requests.
- Date of the most recently completed RFP for the services requested and the result of that RFP, if applicable.
- Proposed sole source contract, including the proposed term and amount.

2.7 Emergency Contracts

An emergency is defined as situation which creates a threat to public health, welfare, safety or public property.

When an emergency situation occurs, the using agency must request emergency procurement approval from the Director of OSP or his designee. The using agency which requests an emergency procurement must indicate in writing the basis of the emergency.

Emergency Contract procurement can be made only after the requesting agency submits for **pre-approval** the following to the OSP Director or Director's designee. The request must be submitted by email with the required supporting documents listed below. In dire emergency an agency head must act regardless of preapproval.

1. Letter of request for Emergency condition to the OSP Director from the Agency Secretary or Undersecretary or authorized designee which fully explains why the agency believes the situation warrants an emergency, what critical services must be provided via an emergency contract, and the consequences of not having a contract in place.
2. 3 years of past contracting history (if applicable) for the services being requested, including:
CFMS/LaGov #, contractor name and contract amount. Indicate whether any of those contracts were the result of emergency requests.
3. Date of the most recently completed RFP (if applicable) for the services requested.
4. Status of the current RFP for the services requested, including date it was sent or will be sent to OSP for review. Proposed schedule of events for the RFP.
5. Proposed draft Emergency Contract, including the proposed term and amount.

Signed contracts or amendments for emergencies shall be submitted to OSP for review and approval must include the emergency request that has been pre-approved by the OSP Director.

2.8 Checklist for Submitting Contracts for Review

A. The contract should contain the following:

- Signatures- appropriate original (not a signature stamp) signatures of agency and contractor.
- Approvals- appropriate approvals required from other agencies or organizations; i.e. Civil Service, Attorney General, Higher Education Boards, if applicable, etc.
- Date upon which the contract is to begin and upon which contract will terminate.
- Description of the work to be performed including: Goals and Objectives; Deliverables; Performance measures; and a Monitoring plan.
- Maximum contract amount and terms of payments to be made.
- Itemized budget- if it is a cost reimbursement contract.

- Deliverables- description of reports or other deliverables to be received, when applicable.
- Schedule when reports or other deliverables are to be received, when applicable.
- For travel and/or other reimbursable expenses, contract contains language to effect the following:
 - a. Travel and other reimbursable expenses constitute part of the total maximum payable under the contract, or
 - b. No more than (\$XX) of the total maximum amount payable under this contract shall be paid as reimbursable expenses, and
 - c. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulations).
- Responsibility for payment of taxes, when applicable.
- Circumstances under which the contract can be terminated, either with or without cause, and contains remedies for default. Must contain 30-day termination at convenience of the state unless justified and approved by the Director of the OSP.
- Statement giving the Legislative Auditor and the Division of Administration Auditors the authority to audit records of the individual(s) or firm(s).
- Assignability clause.
- Required anti-discrimination language (ADA).
- Appropriate language if key internal controls have been outsourced.
- Prohibition of Discriminatory Boycotts of Israel

B. Additional Attachments which are required when submitting a contract for review by OSP:

- BA-22 form
- Certification letter, if contract is over \$5,000
- Multi-year letter, if contract exceeds 12 months
- Late letter, if contract is submitted more than 60 days after start date of the contract

- Board Resolution, if contractor is a corporation, either profit or non-profit (should not be more than 2 years old.
- Disclosure of Ownership affidavit which has been filed with the Secretary of State's Office if contractor is a for profit corporation whose stock is not publicly traded
- Certificate of Authority to do business in Louisiana if contractor is an out-of-state corporation
- Resume for Consultants
- Advance payment justification from non-profit contractor and approval by the agency with a statement that this is the most cost effective way of obtaining the services as well as a recoupment schedule
- Information and documentation if contract was awarded through the Request for Proposals process
- Vendor Profile Data form required for all professional, personal, consulting and social service contracts and amendments. The last reviewed date at the bottom of the page should not be more than one year from the date submitted to OSP. If the last reviewed date is greater than one year, the vendor will need to edit and save the information to revise the last reviewed date.

When the agency submits a paper contract, it should submit at least one original and two copies. The original will be returned with approval signatures. If the agency would like any additional copies, they will need to submit more than 2 copies with the original.

When the agency submits a contract through PROACT, the agency will be notified once the contract is approved, via email. The agency will then be able to print out the approval certificate to identify when the contract was approved by OSP

3.0 REQUEST FOR PROPOSAL (RFP)

Depending on the type and dollar amount of contract, an RFP may be required to select the contractor before engaging in a contractual agreement.

Contract Type	Requires an RFP?
Consulting for >\$74,999.99 for 12 month period	YES
Social Services >\$249,999.99 for 12 month period	YES
Professional services*	NO
Personal services*	NO
Agency	NO
Governmental	NO
Cooperative Endeavor	NO
Emergency** (see Section 2.7 of this document)	NO

Sole Source** (see Section 2.6 of this document)	NO
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*Additional information is provided in R.S. 39:1556 under the definitions and objectives section or page 24. **See contract requirements In section Section 2.0 CONTRACT REVIEW REQUIREMENTS.

OSP strongly recommends that any and all RFP drafts be submitted to OSP for review and approval prior to advertisement. The RFP is submitted to OSP via email or the PROACT-Contracts system.

3.1 Checklist of RFP Activities

The following listing of items is provided to identify the various steps of the RFP activities.

- Receive approval from OSP
- Advertise in the Advocate and one or more newspapers of general circulation in the state as defined by R.S.39:1595.B (1)-(4) as applicable.
- Submit Draft RFP for review and approval from OSP
- PST review of the RFP - Certain RFP(s) and subsequent contracts require the involvement of a Procurement Support Team (PST). Agencies should check with the OSP if they are unsure whether a project will require PST involvement. Agencies should also be aware that PST involvement adds additional time to the RFP process and should prepare their project schedules accordingly. The annual schedule of PST meetings is available on OSP's website.

The PST includes representatives from the OSP/PPCS Services, the Office of the Attorney General, the Legislative Fiscal Office, and the state agency requesting the services. For Data Processing Consulting Services, the Office of Information Technology provides technical advice and support in the area of data processing techniques. In most cases, the PST meets twice, 1) to review the RFP, and 2) to review the selection of the contractor, and a draft of the negotiated contract. The PST may make recommendations for revisions to the RFP and/or the contract. The PST serves in an advisory capacity to the Director of OSP.

- Post advertisement to LaPAC
- Vendor Questions and Agency Answers (Inquiry & Responses) – the RFP shall define how written inquiries and requests for clarification are received. The RFP shall also clearly indicate from whom the official responses to each of the questions will be provided. The state agency's written response to clarification requests become an RFP addenda.
- RFP Addenda – In addition to Vendor Questions and Agency Answers, addenda may also include other changes to the originally issues solicitation such as Scope of Services,

terms & conditions, etc. The RFP should state that the State reserves the right to modify the RFP should a change be identified that is in the best interest of the State. Any modification and/or clarification/question response must be sent to all potential proposers on the original solicitation list, and must be posted on LaPAC as well.

- Receive proposals by deadline - if not received by deadline, they are rejected.
- Evaluate proposals according to the evaluation criteria stated within RFP – if any mandatory requirements are not met, they are to be rejected. All rejected proposals are to be documented for the evaluation file. If the proposal is deemed non-responsive, you must notify the proposer in writing clearly articulating the reason for rejection of the proposal, at the time of the winner/loser letters are issued.
- Score the Proposals according to the scoring method within RFP – If proposers are individually scored, each member should use scoring sheets indicating the maximum number of points to be awarded within each criteria as outlined in the RFP and the matrix for scoring. If scoring by consensus scoring, members should independently review all proposals before the meeting to discuss individual proposals. A consensus scoring sheet, indicating the maximum number of points to be awarded within each criteria as outlined in the RFP should be utilized for each proposal.
- Evaluation Results – results from the proposal evaluation process, including a summary of scores will require the head of the agency’s or his designee’s review with the recommendation for negotiation of final contract terms.
- Selection of Contractor – the proposer must be the one whose proposal received the highest score and whose proposal is determined to be the most advantageous to the state agency taking into consideration cost and other evaluations factors clearly delineated in the RFP.
- Award/regret letters – The state agency will notify in writing the selected and non-selected proposers of the notice of intent to award. It is recommended this be done by certified mail or some other means that ensures documented receipt and date of receipt.
- Contract Negotiation – If no protest of the award is lodged, the state agency then proceeds with the negotiation of the contract terms and conditions with the selected proposer.
- Any person, firm or corporation who is aggrieved in connection with the RFP may protest to the head of the agency issuing the RFP. The protest must be in writing and state fully the reason(s) for the protest. The state agency must notify OSP that a protest has been lodged by forwarding a copy of the written protest to the Director.

Protest of Specifications or Award - In order to be valid, a protest of an RFP must be filed at least two (2) days prior to the due date of the proposals for PPCS contract services, in accordance with La. R.S. 39:1671(A).

A protest to an RFP contract award must be made within fourteen (14) days after contract award, in accordance with La. R.S. 39:1671(A).

If a protest of an RFP or RFP contract award is filed, then the RFP or the award shall not go forward, until the protest is resolved, unless, in accordance with La. R.S. 39:1671(F), the OSP Director may issue a written determination that the awarding of the contract is necessary without delay to protect the substantial interests of the state. The head of the issuing agency must notify the protesting party by written communication within fourteen (14) days after receipt of the protest whether or not the protest is denied or granted, and the reasons therefore. The agency's response to the protest shall be provided to OSP. If granted, the RFP may be amended, canceled, and/or reissued.

If an aggrieved party is not satisfied with the state agency's decision, then that party may appeal the decision in writing to the Commissioner of Administration in accordance with La. R.S. 39:1683(A).

The protesting party's written appeal must be received within seven (7) days of receipt of the state agency's decision. The Commissioner of Administration must render a decision within fourteen (14) days of receipt of the appeal, in accordance with La. R.S. 39:1683(B), unless extended.

If the appeal is denied by the Commissioner, a state agency may then proceed with the RFP process, i.e., receive proposals, evaluate, and award a contract from the RFP. The Commissioner's decision is final and is based on the facts in the written record as no hearings by the Commissioner are conducted.

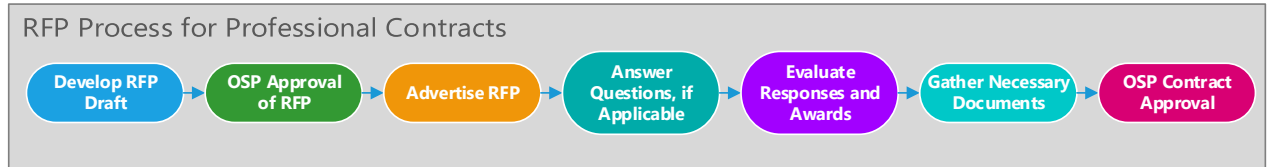
If the appeal is denied, an aggrieved party must bring judicial action within fourteen (14) days from the receipt of the decision in accordance with La. R.S. 39:1692(A).

PST Review - If the RFP was reviewed by the PST, the selection and draft contract must be reviewed by the PST prior to finalizing the award. Upon selection of the contractor and negotiation of the contract terms, it is the state agency's responsibility to notify OSP that the documentation is ready for review by the PST. This notification should take place at least two (2) weeks before the PST is scheduled to meet at its regularly scheduled time. OSP will review the documentation and determine if it is ready for PST review, and an agenda of the meeting will be sent to the state agency by OSP. PST meeting schedule is available on OSP's website along with PST guidelines.

- Documentation of agency RFP process – it is the agency’s responsibility to maintain a complete file for each RFP process. A selection of memorandum needs to be prepared and addressed to the OSP Director. Sample on the OSP website at.

3.2 RFP Contract Process Steps

Below is a flowchart depicting the various steps of the RFP Process. Additional information about each of the steps in the RFP Process is provided in sections 3.2.1 through 3.3.



3.2.1 Develop RFP Draft

OSP reviews the RFP for completeness to include, at a minimum, the following:

1. Specifically defines the task and desired results of the project including the time frames within which the work must be completed.
2. Identifies:
 - a. Agency contact personnel.
 - b. Resources available to the contractor, both in preliminary studies and the project itself.
3. States approximately when the contractor can begin the project and an estimate of the time necessary to accomplish the work.
4. Specifies procedures concerning billing, documentation requirements, progress reports, and final reports.
5. Specifies that a minimum # copies of the proposal be submitted.
6. Informs potential contractors of the criteria and the selection methodology and weight which will be applied to each evaluation criteria to be used in evaluating the proposals’ responsiveness to the RFP.
7. Indicates relative importance of price and other evaluation factors. h. Clearly defines:
 - a. The tasks to be performed under the contract.
 - b. The criteria to be used in evaluating the proposals.
 - c. The time frames within which the work must be completed. i.
8. Requires proposals from potential contractors to include the following information:
 - a. Description of proposer’s qualifications including personnel to be used and their qualifications, resumes for key personnel, and stipulation that key personnel will not be removed from contract without prior approval of using agency.
 - b. Describe experience in working on projects similar in size, scope and function in other states or in corporate/governmental entities. Include the names, contact persons and telephone number.

- c. Length of time needed for the project, broken down by phases, if phasing is necessary.
 - d. Proposed methodology for accomplishing the project with a precise statement of what the State will receive as an end product of the project.
 - e. Itemized cost statement showing number of project staff hours, with hourly rate by classification, delineated by phase (if phasing is used) and itemized listing of all other expenses or fees that are expected to be paid by the State, including a breakdown of overhead rate, if applicable.
9. Hudson/Veteran Participation in accordance of La. R.S. 39.2174
- a. Requires each proposer to address how the firm will meet Veteran-Owned and Service Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

3.2.2 OSP Approval of RFP

Submit the RFP draft (prior to advertisement) to OSP for approval. The draft can be submitted via email or through PROACT. Locate the template to create the draft RFP.

If there are any changes made to the RFP after OSP approval is received, it is highly recommended that the revised RFP be submitted for OSP approval prior to advertisement. Once an RFP has been approved, OSP will notify the agency that the RFP is "Approved Ready to Release."

3.2.3 Advertise RFP

This indicates that the RFP is ready to be advertised. Every RFP is required to be advertised. The length of time advertised depends on the type of services being contracted.

Pursuant to R.S. 39:1595 B, the RFP must be advertised **for the required minimum time periods for all four types of notifications.**

1. Official Journal and in one or more newspapers of general circulation – The Advocate and in one or more newspapers of general circulation in the state (at least once). See Minimum Advertisement Time Periods section below for detailed advertising requirements.
2. Louisiana Procurement and Contract Network (LAPAC)
3. Written notice to be provided to persons, firms, or corporations known to be in a position to furnish such services

Statute dictates the content of the advertisement very specifically and it shall include:

- General description of the consulting or social services desired
- Name and address of the using agency
- Where and how the request for proposal may be obtained
- Where proposals are to be sent
- In the event of a proposer's conference, the date, time and place it will be held (indicate if proposer conference attendance is mandatory or no-mandatory)
- Date and time not later than which proposals must be received
- Date, time, and place that a proposal may be accepted

SAMPLE ADVERTISEMENT

Advertisement for Request for Proposals **CHANGE EVERYTHING IN RED**

The Louisiana Department of Health and Hospitals (DHH), **STD/HIV Program**, is issuing a Request for Proposals (RFP) for qualified proposers to provide **pharmacy benefits management services, through a comprehensive network of pharmacies, to eligible clients residing in all 64 parishes in Louisiana.**

The STD/HIV Program is responsible for coordinating the state's response to the STD/HIV epidemics including the management of the Ryan White Part B funded Louisiana AIDS Drug Assistance Program. The RFP will be available at the following web addresses:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

All proposals must be received at the below physical address by 4:00 pm CST, **INSERT DATE**, 2015. Proposals received after this time will not be eligible for consideration.

This announcement does not commit DHH to award a contract or to pay any costs incurred in the preparation of proposals. DHH reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this

3.2.3.1 Minimum Advertisement Time Periods

Consulting Services:

The advertisement shall appear at least thirty (30) days before the last day that proposals will be accepted. When available, advertisements shall be placed in those national trade journals which serve the particular type of contractor desired. In addition, written notice shall be provided to persons, firms, or corporations who are known to be in a position to furnish such services, at least thirty (30) days before the last day that proposals will be accepted.

Social Services: *(contracts not qualifying under R.S. 39:1619)*

The advertisement shall appear at least fourteen (14) days before the last day the proposals will be accepted. Adequate public notice of the request for proposals shall be given by advertising in the official journal of the state, in the official journal of the parish in which the services are to be performed and such other newspapers, bulletins, or other media as are appropriate in the circumstances. Such advertisements shall appear at least once in the official journal of the state and once in the official journal of the parish. If the services are to be performed in or made available to residents of a multi parish area, advertising in the official journal of the state and in one or more newspapers of general circulation in the state at least once shall be sufficient to meet this requirement. In addition, written notice shall be provided to persons, firms, or corporations who are known to be in a position to

furnish such services, at least fourteen days before the last day that proposals will be accepted. This last requirement is subject to reasonable limitation at the discretion of the using agency.

3.2.3.2 Required means of Advertisement

1) NEWSPAPER

RFP shall be advertised in at least **two** newspapers, including the Official Journal of the State

- The Advocate (the official journal of the state) **and**
- In one or more newspapers of general circulation in the state (at least once)

Depending on the business practices of the various newspapers, there may be a delay from submission to advertised print. Contact the specific newspaper organization to understand the deadlines and scheduling. In addition, the type of print for RFP type advertisements may be limited to certain days of the week. All advertisements should be run on the same day for all publications.

A link on the OSP website for advertisement information. While this information is maintained as current as possible, it is the responsibility of the agency staff to verify the information.

2) LOUISIANA PROCUREMENT & CONTRACT NETWORK (LAPAC)

Act 433 of the 2004 Legislative Session requires state agencies to advertise requests for proposals through LaPAC, a centralized electronic interactive environment administered by the Division of Administration. The Office of State Procurement, Professional Contracts strongly encourages contractors to register on the LaPAC website. <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

For ISIS, the RFP must be manually posted to LAPAC. See the link for guidelines for posting.

In the LaGov system, there is an auto-publishing feature that will post to LAPAC; however, it will only post what you attach in LaGov.

3) WRITTEN NOTICE

Written notice shall be provided to persons, firms, or corporations who are known to be in a position to furnish such services.

3.2.4 Answer Questions

Questions received from potential contractors must be in writing and all responding answers must be provided by the using agency to all potential contractors participating in the solicitation process. A proposer's conference may be provided in lieu of the above question-and-answer process. However, copies of the proceedings shall be made available to all those who are participating in the selection process.

3.2.5 Evaluate Response(s) and Award

Committee Objective: The objective of the evaluation committee is to recommend the responsible vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration review of price and the evaluation factors set forth in the RFP. The vendor must demonstrate its capability by successfully complying with all the requirements.

Committee Tasks: In order to fulfill this objective, the committee members may be required to perform the following tasks:

1. Establish an RFP Evaluation Committee. Assign a Committee Coordinator.
2. Develop an evaluation matrix document based on the RFP. The weight (importance) of each criteria included in the RFP document. Determine if each criteria is required (mandatory) or desirable. The mandatory requirements must be clearly identified and an initial screening to exclude those proposals that lack a required element is helpful. No requirement can be deemed mandatory after the RFP submittal deadline, nor can any evaluation criteria be added, deleted or changed after the RFP submittal deadline.
3. Develop policy and procedure for benchmark or demonstration of the proposed system.
4. Develop outline and method of reporting final recommendation.
5. Perform initial screening against established mandatory checklist.
6. Evaluate accepted proposals against established evaluation criteria.
7. Evaluate vendor's benchmark or demonstration against established criteria.
8. Analyze and compile results
9. Obtain agency required approvals to proceed with notification of award.
10. Be prepared to aid in defending the award in case a vendor pro

3.2.6 Gather Documents for OSP Submittal

Contracts awarded through the RFP process, should include the following:

1. Copy of RFP, accompanied by documentation that the RFP was approved by OSP
2. Copies of questions/answers or other addenda to RFP (if applicable)
3. Copy of advertisement from at least 2 newspapers (the official journal of the state and one or more newspapers of general circulation), notice to potential proposers and LaPAC ad
4. Advertised 30 days for consulting services contracts
5. Advertised 14 days for social services contracts
6. Advertised 15 days for Department of Transportation and Development contracts
7. Evaluation sheets signed by each reviewer, for each proposer. If consensus scoring was used, a statement to this effect should accompany the scoring summary. Signature of all reviewers is required on consensus scoring results, also.
8. Summary of scores that includes documentation of costs for **all** proposals, even the costs from rejected proposals.
9. Winner/loser letters or notice of intent to award to all proposers.
10. Selection memorandum signed by head of agency or designee.
11. Winning proposal.
12. Procurement Support Team review of RFP, when applicable.
13. Procurement Support Team review of contract and award, when applicable.
14. Entire Agreement and Order of Precedence clauses.
15. Determination of Responsibility, by the using agency, according to LAC 34:V.25.A.2536.

3.3 OSP RFP Contract Approval Timeline

These time intervals are merely a guide to use in planning for the RFP process. Several steps are dependent on agency activities in the process, including but not limited to, quality of the draft RFP submission, complexity of the solicitation, and agency responsiveness to OSP-PC's comments, questions and suggested revisions.

Agency Develops RFP Draft	4 weeks-12 weeks depending on complexity
Agency internal approvals	1-3 weeks
RFP Review by OSP	6 weeks – recurring services, with no major changes from previous RFP <i>or</i> 9 weeks - new services or RFP with major changes from previous RFP *dependent on agency response to recommended revisions
PST Review (if applicable)	3-4 weeks (dependent on meeting schedule)
Agency RFP Activities (advertise thru receipt of proposals)	5-6 weeks
Evaluation	1 week- 4 weeks (depending on complexity and number of proposals received)
OSP Concurrence with Recommended Award	3 weeks
Agency Awards & Negotiations	1-4 weeks
PST Review of unsigned contract (if applicable)	3-4 weeks (depending on meeting schedule)
Agency makes edits from PST and obtains signatures on contract	2-4 weeks
OSP Review & Approval of final Contract(s) and required documents	3 weeks
Total time to allow	25-44 weeks (MINIMUM 6 months to 11 months)
Total time to allow if PST included	32- 52 weeks (MINIMUM 8 months to 12 months)

If the agency determines that a longer contract period (5 years) is in the best interest of the agency, the agency must seek approval by the Joint Legislative Committee on Budget (JLCB) in accordance with R.S.39:1615.J. In requesting approval from JLCB, be mindful that this additional step extends the time needed to complete the RFP-Contract process. The approval can be obtained at various points in the process. Please seek guidance from OSP on this process.

4.0 POST CONTRACT EVALUATION

4.1 Performance Evaluation

Agencies are to submit performance measures in accordance with R.S. 39:1569.1 and LAC 34:V.2521.M. A sample performance evaluation, which includes mandatory information, is on the OSP website. Evaluations require the following information:

1. Reference number(s) (CFMS# or LaGov#)
2. Name of the agency official or officials responsible for monitoring the contract and for final agency acceptance of the contract deliverable
3. Name of the contractor
4. Contract amount
5. Contract cost basis
6. Contract timetable which shall reflect both the proposed and actual work initiation and completion dates
7. Any contract modifications
8. A listing of contract deliverables, inclusive of specific products and services
9. Whether all such deliverables were satisfactorily and timely completed
10. An itemization of any problems encountered with respect to the execution of the contract.
11. An assessment of the utility of the contract deliverables.

5.0 SUPPORTING INFORMATION

5.1 Glossary

Amendment (Contract modification) - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

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

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

Board Resolution – a written document or statement that records a decision or action made by a Board of Directors and should not be more than 2 years old.

Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.

Can - non-mandatory language

Central purchasing agency - means the Office of State Procurement.

Certificate of Authority – required to be filed with the Secretary of State’s office if the contractor is out of state and will be located in Louisiana more than 30 days during the contract period.

Chief procurement officer - means the person holding the position created in R.S. 39:1562 and the directors of purchasing of the departments exempt from the office of state procurement by R.S. 39:1572.

Claims adjuster - means an individual engaged in the investigation, evaluation, and negotiation of property, casualty, and worker's compensation insurance claims.

Competitive negotiation - means to negotiate for a contract through a request for proposals process or any other similar competitive selection process.

Consulting service - means work, other than professional, personal, or social service, rendered by either individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services, or improvements in programs or services.

Contract - means all types of state agreements, regardless of what they may be called. It includes awards and notices of award; contracts of a fixed-price, cost, cost-plus-a-fixed-fee, or incentive type; and contracts providing for the issuance of job or task orders.

Contractor - means any person having a contract with a governmental body.

Cooperative Endeavor Agreements – must be sent to OSP for review and approval (Executive Orders BJ 08-29 and BJ 08-30)

Cost-reimbursement contract - means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with cost principles as provided for in regulations, and a fee, if any.

Court - means the Nineteenth Judicial District located in Baton Rouge and, in the event of an appeal from such a court, the First Circuit Court of Appeal located in Baton Rouge.

Data - means recorded information, regardless of form or characteristic.

Debarment - means the disqualification of a person to receive invitations for bids or requests for proposals, or the award of any contract by any governmental body, for a specified period of time commensurate with the seriousness of the offense or the failure or the inadequacy of performance.

Deliverables – list of what the contractor is going to be providing in the contract.

Disclosure of Ownership – a contractor is to file with the Secretary of State if they are a for profit corporation, unless publicly traded

Designee - means a duly authorized representative of a person holding a superior position.

Electronic - means electrical, digital, magnetic, optical, electromagnet, or any other similar technology.

Emergency – An emergency is defined as situation which creates a threat to public health, welfare, safety or public property.

Employee - means an individual drawing a salary from a governmental body, whether elected or not, and any nonsalaried individual performing personal services for any governmental body.

Goals – should be a broad description with general intentions that are intangible

Governmental body - means any department, office, division, commission, council, board, bureau, committee, institution, agency, government corporation, or other establishment or official of the executive branch of state government. For purposes of procurement of personal, professional, consulting, and social services contracts, governmental shall not include the judicial branch of state government.

Governmental entity - means any governmental unit which is not included in the definition of "governmental body"

Grant - means the furnishing by the state of assistance, whether financial or otherwise, to any person to support a program authorized by law.

Information technology - which includes telecommunications, means those commodities subject to the authority of the office of technology services in accordance with R.S. 39:15.3.

Interagency contract – agreements between executive branch state agencies that must be submitted to OSP for review but are exempt from the Request for Proposal process.

Intergovernmental contracts – agreements between a state agency and a political subdivision (local or federal) that must be submitted for OSP review if they are providing social services

Key Internal Control – see link for guidelines and additional information.

<http://www.doa.la.gov/osp/PC/PDF/OUTSOURCING%20OF%20KEY%20CONTROLS%20rev1002.pdf>

May - non-mandatory language

Monitor – the person who is responsible for monitoring the performance of the contractor during the contract.

Must - mandatory language

Negotiation - means the formulation of a contractual relationship through discussions as may be allowed under this Chapter.

Objectives – Object or goal of one’s efforts or actions. Description of objectives should be a broad description that is narrow, precise and tangible

Performance Measures – tools used to measure the performance of the contract that should be measureable and time bound. They should be established in advance with specific targets and should be simple and understandable.

Performance-based energy efficiency contract - means a contract for energy efficiency services and equipment in which the payment obligation for each year of the contract is either:

- (a) Set as a percentage of the annual energy cost savings attributable to the services or equipment under the contract.
- (b) Guaranteed by the person under contract to be less than the annual energy cost savings attributable to the services or equipment under the contract.

Person - means any business, individual, union, committee, club, or other organization or group of individuals.

Personal service - means work rendered by individuals which requires use of creative or artistic skills or highly technical or unique individual skills or talents. Including but not limited to graphic artists, sculptors, musicians, photographers, writers, paramedical, therapists, handwriting analysts, foreign representatives, expert witnesses for adjudications or other court proceedings, entertainers and expert speakers.

Procurement - means the buying, purchasing, renting, leasing, or otherwise obtaining any supplies, services, or major repairs. It also includes all functions that pertain to the obtaining of any public procurement, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement officer - means any person authorized by a governmental body, in accordance with procedures prescribed by regulations, to enter into and administer contracts and make written determinations and findings with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Professional service - means work rendered by an individual who has a professed knowledge, who has a prolonged and specific intellectual training as distinguished from mere skill. The professions listed are the ONLY services classified as professional services by OSP. They may be awarded without competitive bidding or negotiation. This applies to lawyers, doctors, dentists, psychologists, certified advanced practice nurses, veterinarians, architects, engineers, land surveyors, landscape architects, accountants, actuaries, claims adjusters, pharmacists, visiting professors and scientists.

Purchasing agency - means any governmental body which is authorized by this Chapter or its implementing regulations, or by way of delegation from the state chief procurement officer, to contract on its own behalf rather than through the central contracting authority of the office of state procurement.

Remedies for Default - required clause in contract; any claim or controversy arising out of this contract shall be resolved by the provisions of LSA – R.S. 39:1672.1-4.

Request for proposals - means all documents, whether attached or incorporated by reference, utilized for soliciting proposals in accordance with the procedures set forth in this Chapter.

Responsible bidder or proposer - means a person who has the capability in all respects to perform the contract requirements and the integrity and reliability which will assure good faith performance.

Scope of Work – Work to be performed under a contract typically including the goals/objectives, deliverables, performance measures and the monitoring plan.

Services - means the furnishing of labor, time, or effort by a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Shall – mandatory language

Should – non-mandatory language

Signature - means a manual or electronic signature. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Social service -means work rendered by any person, firm, corporation, organization, governmental body, or governmental entity in furtherance of the general welfare of the citizens of Louisiana, including but not limited to the objectives provided for in R.S. 39:1619(A).

Sole Source – Sole Source is defined when a vendor is the only source to provide the services and does not sell through distributors/dealers.

SSAE16 – Statement on Standards for Attestation Engagements no. 16 (SSAE 16) is the new "attest" standard put forth by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA).

State chief procurement officer - means the person holding the position created in R.S. 39:1562 as head of the central purchasing agency of Louisiana.

State public procurement unit - means the central purchasing agency and any other purchasing agency of this state.

Using agency - means any governmental body of the state which utilizes any supplies, services, or major repairs purchased under this Chapter.

Vendor Profile Data Form – form required for all Professional, Personal, Consulting and Social service contracts and amendments as required by Act 589 of 2016. The last reviewed date on the bottom of the form should not be more than 1 year from the date submitted to OSP. The vendor will need to update their information if the last reviewed date is more than one-year-old. The agency is responsible for ensuring the vendor’s form is updated and provided as an additional document.

Will - mandatory language

Written or in writing - means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

5.2 Links to Templates on OSP Website

Amendment: <https://www.doa.la.gov/osp/PC/amendmentform.pdf>

BA-22: <https://www.doa.la.gov/pages/osp/PC/ba22fnl.aspx>

Board Resolution: <https://www.doa.la.gov/pages/osp/PC/brdresol.aspx>

Contract: <https://www.doa.la.gov/osp/PC/contractform.pdf>

Late Letter: <https://www.doa.la.gov/Pages/osp/PC/latesamp.aspx>

Multi-year Letter: <https://www.doa.la.gov/Pages/osp/PC/multiyrs.aspx>

RFP Checklist: <https://www.doa.la.gov/Pages/osp/PC/checklis.aspx>

RFP Model: <https://www.doa.la.gov/pages/osp/PC/Formsformats.aspx>

RFP Submission Form: <https://www.doa.la.gov/osp/PC/RFPSubmissionForm.pdf>

Transmittal Letter: <https://www.doa.la.gov/pages/osp/PC/transm.aspx>

5.3 Templates

5.3.1 Summary Budget

SUMMARY BUDGET FOR THIS PERIOD

Attachment

CONTRACTOR: FROM: TO:

CATEGORIES	OBJECT DETAIL	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
			APPLICANT AND OTHER	REQUESTED FROM DHH
SALARIES AND WAGES	(11)			
RELATED BENEFITS	(41)			
TRAVEL	(12)			
OPERATING SERVICES	(13)			
SUPPLIES	(14)			
PROFESSIONAL SVCS	(15)			
CAPITAL ASSETS	(16)			
ADMINISTRATIVE	(17)			
TOTAL COST				

Note: No data entry allowed in this item

Calculate Contract Total

Click Here if Combined Federal / State Funds

If funding is federal and state combined, please list breakdown below.

Fund Distribution Section

		Federal Dollars	State Dollars	Other	Total
SALARIES AND WAGES	(11)				
RELATED BENEFITS	(41)				
TRAVEL	(12)				
OPERATING SERVICES	(13)				
SUPPLIES	(14)				
PROFESSIONAL SVCS	(15)				
CAPITAL ASSETS	(16)				
ADMINISTRATIVE	(17)				
TOTAL COST					

Validate Federal / State Fund Distribution

5.3.2 Sample Certification Letter

DATE OF LETTER

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

Dear Ms. Rice:

In reference to the enclosed contract, Pursuant to La. R.S. 39:1623, we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis;
2. The services are not available as a product of a prior or existing professional, personal, consulting, or social services contract;
3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes Title 39:1595(B), have been complied with.
4. The **(Department of _____)** has developed and fully intends to implement a written plan providing for:
 - a. The assignment of **(Job title/Name, or successor)** to a monitoring and liaison function; **and**
 - b. The periodic review of interim reports or other indicia of performance to date; **and**
 - c. The ultimate use of the final product of the services.
5. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and long-term analysis and is available for review.
6. The cost basis for the proposed contract is justified and reasonable.
7. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.
8. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions which address the need for assurances and/or monitoring of the key internal control.
9. **The Board of Regents has been notified in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.**

Sincerely,

NAME OF AUTHORIZED PREPARER TITLE

5.3.3 Contract for Professional Legal Services

STATE OF LOUISIANA

BE IT KNOWN THAT on this _____ day of _____, 201 , this agreement is entered into by and between (**State Agency**) hereinafter sometimes referred to as (“State”) and (***Contractor***), hereinafter sometimes referred to as (“Counsel”).

1.

Counsel hereby agrees to furnish the following services:

(description of legal services to be provided here.)

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker’s compensation.

These legal services are to be provided under the immediate supervision of the staff of the (**State Agency**) and subject to secondary review by the Department of Justice, Office of the Attorney General. _

The (**State Agency**) hereby certifies and Counsel hereby acknowledges that:

1. Goals and objectives: The (State Agency) has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. Monitoring Plan: The staff of the (State Agency) shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

In consideration of services described hereinabove, State hereby agrees to pay the

Counsel as follows:

(Name and Title of billing personnel and Hourly rate)

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed (***maximum amount of contract***

\$_____) and shall be billed in accordance with Policy and Procedure Memo 50

(Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval, via Acuity Management System, (reference to Acuity should be included only if agency is enrolled in state's electronic legal billing system), an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (***e.g., drafting of pleadings, research, review of files, etc.***). It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contract or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA- R.S. 39:1618.

All legal fees and costs shall be paid in accordance the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed

eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number (***federal tax id number and State LDR account number***).

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

This contract is in effect for the period commencing ***(enter beginning date)*** and ending on ***(enter ending date)***.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

The continuation of this contract is contingent upon the appropriation of funds to fulfill

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

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract 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 the State and the Office of State Procurement.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 day's written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to State: **(Name, Title, Address)**

If to Counsel: **(provide name of contractor (counsel) and full address)**

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

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

Counsel 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.

Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

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

This contract is not effective until approved in writing by the (State Agency) and the Office of State Procurement in accordance with LSA-R.S.39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to compete contract objectives.

Any claim or controversy arising out of the contract shall be resolved by the provisions

of LSA-R.S. 39:1672.1 – 1672.4.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of
(enter date).

WITNESSES SIGNATURES:

(STATE AGENCY)

BY:

(Name & Title)

(Telephone Number)

(FIRM/COUNSEL NAME)

BY:

(Print Name Under Signature)

Tax I.D. #:

Telephone:

ATTACHMENT #1 INSTRUCTIONS FOR SUBMITTING

INVOICES

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to **(agency)** via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA-R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.

5.3.4 Sample Selection Memorandum

[Click here to select the date of the letter](#)

Ms. Pamela Bartfay Rice, Esq.
Assistant Director – Professional Contracts
Office of State Procurement
Post Office Box 94095
Baton Rouge, LA 70804-9095

Re: Title of RFP

Dear Ms. Rice:

In compliance with La. R.S. 39:1551 *et seq*, I forward for your concurrence and hereby certify the following for the above referenced project:

- 1) A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and long-term analysis. The analysis is available for review.
- 2) Funding for the referenced project is in the budget.
- 3) Agency has determined that the selected Contractor is qualified as responsible per LAC 34:V:2536:A and B and the supporting documentation shall be available for inspection upon the request by the Director of State Procurement or her designee.
- 4) Agency has verified and determined that the selected Contractor, their company, any subcontractors or principles are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F.
- 5) Agency understands that the issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of the resulting contract.
- 6) In keeping with the requirements of La. R.S. 39:1595.B, the following events have taken place with regard to the selection of the Contracting Party for the implementation of the above referenced project.

Description of Procedures

- 1) The RFP was reviewed and approved by the Office of State Procurement (or the Procurement Support Team, *if applicable*) on [Click here to select the date](#).
- 2) A notice of Request for Proposals was advertised [Click here to enter the number of days the RFP was advertised](#) days prior to proposal opening in the official journal of the State (Baton Rouge Advocate) and one or more newspapers of general circulation on [Click here to select a date](#), advertised on LaPAC, and notice to Board of Regents; (Copy of advertisements attached.)
 - a) Baton Rouge Advocate

- b) [Click here to enter the title of the other newspapers](#)
 - c) LaPAC
 - d) Board of Regents
- 3) On [Click here to select the date of release](#), a copy of the Request for Proposals (RFP) was provided to each of the firms known to be in a position to furnish consulting services. (Attach a list of names of potential proposers who were provided a copy of the RFP; or in the case of social services contracts, attach a list of social services providers who were provided a copy of the RFP.) Also enclosed is a list of all prospective proposers who requested the RFP as a result of newspaper and/or LaPAC notification.
- 4) The RFP enclosed for your inspection contains provisions in compliance with La. R.S. 39:1595.B. as follows:
- a) The importance of price and evaluation factors is explained on page [Click here to enter the page number of the RFP](#).
 - b) The RFP defines project tasks in section [Click here to enter the section number](#), Scope of Services.
 - c) As in (a) above, evaluation factors are defined on page [Click here to enter the page number of the RFP](#).
 - d) The period for the project is explained on page [Click here to enter the page number of the RFP](#).
 - e) The RFP notifies potential proposers that the award of the contract may be made on the basis of initial offers on page [Click here to enter the page number of the RFP](#).
 - f) On page [Click here to enter the page number of the RFP](#), potential proposers are notified that written questions must be submitted to [Click here to enter the name of the contact](#).
 - g) State agency liaison personnel are described in the RFP and resources available to the Contracting Party are described in the RFP on page [Click here to enter the page number](#).
 - h) Procedures concerning payment are discussed on page [Click here to enter the page number](#).
 - i) The RFP requires all necessary information concerning qualification, methodology, costs and financial capability.
- 5) During the [Click here to enter the length of the proposal preparation period](#)-day proposal preparation period questions were submitted concerning the project. Responses to these questions were approved by OSP on [Click to select the date of approval](#) and posted by the agency to LaPAC on [Click to select the date of posting](#).
- 6) The following addenda were reviewed and approved by OSP and posted by the agency on the following dates:
- a) Addendum No. 01 - [Click here to enter the title of Addendum No. 01](#)
 - b) Addendum No. 02 - [Click here to enter the title of Addendum No. 02](#)

- 7) As of [Click to select the date and time proposals are due](#), [Click here to enter the number of proposals received](#) were submitted.
- 8) [Click here to enter the number of non-responsive proposals](#) proposals were found non-responsive. Enclosed is the name of each proposer who was found non-responsive and the reason. (If no proposal was found non-responsive, state so and revise this section accordingly)
- 9) A technical evaluation scoring sheet was developed utilizing the criteria specified in the RFP. The process utilized to evaluate and score the proposals is as follows:
 - a) The technical evaluation scoring sheets were filled out by the Proposal Evaluation Team, composed of [Click here to enter the team members](#) and indicate whether the scoring was consensus or individual.
 - b) All proposals were examined for proper form and cost elements by the RFP Coordinator.
 - c) The evaluations and recommendations of the Proposal Evaluation Team were presented in written form to the Secretary. The recommendation, based on the rankings of the written proposals, was to award the contract to the highest scored proposer.
- 10) Attached are the summary sheet of all proposers, costs from all proposers (even non-responsive and losing proposals) and their scores resulting from the evaluation.

Justification for Award Recommendation

The extensive review process described above resulted in the selection of [Click here to enter the Contractor name](#) to provide the required services. This decision was based on the fact that the contractor received the highest number of points from the Proposal Evaluation Team. The Agency is requesting concurrence with the proposed intent to award.

The selection of the Contractor shall be announced as provided in the RFP and all other proposers shall be officially notified once the Office of State Procurement concurs with the award recommendation. (Copy of the draft intent to award notification is enclosed.)

Sincerely,

[Click here to enter the name of the State Agency Head or equivalent](#) and have said person sign in the space above

5.3.5 Statement of Work

Ensure the Statement of Work includes the following components as required by law:
Goals/Objectives, Deliverables, Performance Measures, Monitoring Plan, Payment Terms

5.3.5.1 Goal/Purpose

A brief description of the contract containing summary information regarding:

- the need for services
- the services to be provided
- the expected benefit of the services

5.3.5.2 Deliverables

- Deliverables should begin with: “The contractor will provide...”
- Deliverables are the specific work to be performed under the contract.
- Deliverables should focus on specific tangibles that will be the result of the contract work.
- Be clear and concise when writing deliverables, and provide sufficient detail.
 - What is the contractor going to do?
 - When is the contractor going to do it?
 - How is the contractor going to do it?

5.3.5.3 Performance Measures

- How will you determine whether the contractor has met the criteria detailed in outcomes?
Examples:
 - Documentation of performance
 - Hours worked
 - # of investigations Monitoring
- Is responsible for ensuring that the contractor has met all the obligations of the contract.
- Certifies that the work under the contract has been completed.
- Verifies that all outcomes have been met in a timely manner.
- Determines if contractor should continue to be utilized for contracts with board.
- Completes the performance evaluation report which must be filed within 45 days after termination of contract.

5.3.5.4 Payment: Performance Based

- Payment is determined and set on a breakdown of completion of tasks outlined in deliverables or upon completion of services.
- A cost breakdown of the process used to determine the cost per deliverable should be able to be provided upon request. What is the total cost per deliverable based on?

5.3.5.5 Payment: Fixed Rate

- Contractor is paid at a fixed rate or hourly rate for a specified product or unit of service for an agreed upon cost.
- Terms of Payment should specify the unit cost and service.
Example: Investigative Services