

Louisiana



Department of
**Children &
Family Services**

Building a Stronger Louisiana

REQUEST FOR PROPOSALS

For

**Contingency Contract for Technical Support at the PPP- Parish
Pickup Points and at the State run Shelters for
DCFS - Emergency Preparedness**

DATE: AUGUST 24, 2010

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1 GENERAL INFORMATION

1.1 Purpose

The Department of Children and Family Services (DCFS) is conducting a fair and impartial competitive procurement process to solicit proposals from qualified contractors interested in providing significant Information Technology support services for the Emergency Preparedness Section. These services will be based on an hourly rate.

This RFP does not require the provision of any computer equipment, and proposers responding to this RFP are not expected to provide equipment to the State of Louisiana.

1.2 Background

The Louisiana Department of Children and Family Services (DCFS) is one of the administrative departments within the Executive Branch of State government in Louisiana. The administrative head of the Department is the Secretary, who is appointed by the Governor. The Vision of DCFS is that our services will assist individuals, children, and families to achieve self-sufficiency and promote their well-being.

Within the Department are several offices including the Executive Division. The Executive Division is committed to developing and providing social services and improving social conditions for the citizens of Louisiana. Additionally, DCFS is responsible for the Emergency Support Function #6 (ESF-6), which includes responsibility for Mass Care, Emergency Assistance, Housing and Human Services for citizens affected by disaster that exhaust the resources available to local jurisdictions. To provide this service, DCFS operates an Emergency Preparedness (EP) section. The Director of the EP section reports directly to the Secretary of DCFS. Throughout this RFP, the designation "Department" will mean the appropriate agency/division within the Department depending upon the context of the RFP.

1.3 Goals and Objectives

Primary goals and objectives are to acquire the services of a Contractor to provide Information Technology support services for the EP section and to assist with data entry into the Phoenix system. The contractor will augment the State's EP staff efforts to execute the ESF-6 emergency evacuation and sheltering plans, as required by the Governor of Louisiana and a declaration of a disaster or emergency.

The contract goal is to increase the level of services provided to the citizens of Louisiana, while evacuating the citizens requesting assistance from the harm presented by a natural or man-made disaster.

Attachment I – Statement of Work contains the scope of services and deliverables or desired results that the State requires of the Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

Any contract resulting from this RFP will begin upon approval by the Division of Administration, Office of Contractual Review and continue through **June 30, 2011**. The State has the right to contract for up to three years with concurrence of the Contractor and all appropriate approvals. In no event shall the term of this contract, including extensions hereto, be for a period of more than three (3) years.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP and to submit any written questions relative thereto. ***Without exception***, all questions MUST be in writing, signed by an authorized agent of the State, and received by 3:00 P.M. (CST) on the Inquiry Deadline date set forth in the Section 2.5 - Calendar of Events. Inquiries after the Inquiry Deadline shall not be entertained.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires responsible and interested proposers to conduct their in-depth RFP review and submit inquiries in a timely manner.

Further, the State realizes that additional questions or requests for clarification may be generated from the state's addendum responses to the inquiries which are received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business (3) three working days from the date the addendum is posted to the DCFS Website www.dcfs.louisiana.gov and www.doa.louisiana.gov/osp (LaPAC). If necessary, another addendum will be issued to address the final questions received. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

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

Inquiries shall be submitted, in writing, by an authorized representative of the proposer, and clearly cross-referenced to the relevant RFP section. Only those inquiries received by the Inquiry Deadline shall be considered by the state. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this RFP shall be submitted in writing to:

Fulton Johnson, Director
DCFS Emergency Preparedness
P. O. Box 3957
Baton Rouge, LA 70821

E-mail: Fulton.Johnson@la.gov

Copies of inquiries concerning this RFP **shall** also be submitted to the following:

Jeanine LeBlanc, Contracts/Grant Reviewer 4
DCFS Division of Administrative Services
P.O. Box 3496
Baton Rouge, La. 70821

E-Mail: Jeanine.LeBlanc@la.gov

Art Rumney, IT Director
DCFS Emergency Preparedness
P.O. Box 3776
Baton Rouge, La. 70821

Email: Art.Rumney@la.gov

2.4 Definitions

Agency – Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

Can – The term “can” denotes an advisory or permissible action.

Contractor – The Proposer awarded the Contract as a result of this RFP.

Could – The term “could” denotes an advisory or permissible action.

Dishonesty of Employee – means dishonest acts committed by an “employee of the Contractor”, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

Cause one to sustain loss; and/or Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, or pensions) for the “employee”, or any person or organization intended by the “employee” to receive that benefit.

DCFS – The Department of Children and Family Services

DCFSIS – Department of Children and Family Services Information Services

Discussions – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.

Employee – includes any person employed by contractor, under a written agreement between you and the contractor, to perform duties related to the contract.

EP – Emergency Preparedness Section

FMS – Federal Medical Station

H-Hour - When H-0 Tropical Storm force winds hits the Coast of Louisiana (45mph)

LaPAC – The State’s online electronic bid posting and notification system, located on the Office of State Purchasing website www.doa.louisiana.gov/osp and is available for vendor self-enrollment.

May – The term “may” denotes an advisory or permissible action.

MSNS – Medical Special Needs Shelter

MSY - Louis Armstrong New Orleans International Airport

Must – The term “must” denotes a mandatory action or requirement.

Non-State CTNS - Critical Transportation Needs Shelter (Not run by state resources).

Occurrence – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.

Parish Pickup Point – PPP Site at which evacuees are registered and evacuated from parishes covered by the declaration of emergency by the Governor.

Phoenix Tracking Software – Software product from EWA that is utilized by DCFS to register and track evacuees

Proposal – The formal written response to this document.

Proposer – Company or Firm responding to this RFP

RFP – Request for Proposal (This document).

Shall – The term “shall” denotes mandatory requirements.

Shelter – Site at which evacuees are temporarily housed and provided with meals and human services.

Should – The term “should” denotes an advisory action and is not mandatory.

SOS – Sex Offender Shelter

SOW – Statement of Work

State – The State of Louisiana, Department of Children and Family Services

USPS – United States Postal Service hanger at the MSY airport

Will – The term “will” denotes a mandatory action or requirement.

2.5 Schedule of Events

Event	Date
Issue Request for Proposal	August 24, 2010
Deadline for receiving Proposers inquiries	September 7, 2010 3:00 p.m. (CDT)
Issue responses to Proposers inquiries	September 21, 2010 3:00 p.m. (CDT)
Final 3-day Inquiry deadline for DCFS' response to previously submitted vendor questions	September 24, 2010 3:00 p.m. (CDT)
Proposal submission deadline	October 8, 2010 3:00 p.m. (CDT)
Notice of Intent to Award (To be determine)	To be determined
Begin Contract negotiation (To be determined)	To be determined

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers are asked to provide staff to augment DCFS IT Staff with the following minimum qualifications:

- Data entry Skills – Data Entry personnel should have some knowledge of the EWA Phoenix System. Upon contract award, DCFS staff will provide two (2) days of Phoenix System training. The training will take place at DCFS State Office, located at 627 N4th Street Baton Rouge La.70802, Room 1-125.
- Experience in Evacuation/Sheltering and Emergency Management.
- The ability to setup, troubleshoot and maintain the following:
 - Satellites,
 - Servers,
 - Routers,
 - Switches,
 - Laptops,

- Scanners,
- Card Swipes,
- Metro E Connection,
- T1 Lines,
- DSL
- Wireless Network
- Cable
- Air Cards,
- Printers,
- Webcam
- Video Conferencing
- 2-way radios
- 800/700 MHz radios
- Contactor shall consult appropriate vendor (AT&T for dataline or Squiretech for satellite etc...).

3.2 Determination of Responsibility

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

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

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

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in **Attachment IV**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.12 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

All proposals shall be received by the DCFS no later than 3:00 P.M. (CDT) on the date shown in the Calendar of Events.

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

Proposal Name: **Contingency Contract for Technical Support at the PPP- (Parish Pickup Points) and at the State run Shelters for DCFS - Emergency Preparedness**

PROPOSALS MAY BE MAILED THROUGH THE U. S. POSTAL SERVICE TO:

**Diane Pfeifer, Director
DCFS - Division of Administrative Services
P.O. Box 3776
Baton Rouge, La. 70821-3776**

Attention: Jeanine LeBlanc

Email: diane.pfeifer@la.gov

Proposals may be **delivered by hand or courier service** to:

**Diane Pfeifer, Director
DCFS – Division of Support Services
627 North 4th Street, Mailstop 6-300-29
Baton Rouge, LA 70802
(225) 342-5417**

Attention: Jeanine LeBlanc

Proposer Responsibilities

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

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

If the proposer fails to comply with any of the mandatory requirements, the Department can consider the proposal to be unacceptable and reject it from further consideration.

The proposer must be the prime contractor on this project, and will be responsible for any subcontractor's performance.

The prime contractor must be designated in the proposal, and the proposal must be submitted under the prime contractor's name.

Proposals must be submitted on or before the date and time specified in subsection **2.5 – Schedule of Events** of this RFP.

The proposer must assure the Department that the proposal submitted was developed without collusion with other proposers.

The proposal should be complete so that an evaluation of the proposer's solution can be conducted solely based on proposal contents.

The proposal should address all specifications in each section of this RFP, following the format and content outlined in this RFP. The requirements appearing in this RFP will become a part of the terms and conditions of the resulting Contract. Any deviations from the RFP should be specifically defined by the proposer in its proposal that, if accepted by the State, becomes part of the Contract, but such deviations must not have been in conflict with the basic nature of this proposal.

Proposers should submit all required forms, checklists, and cost schedules with their proposal.

Proposals must be signed by an individual authorized to bind the firm to the commitments required in the RFP as well as to the price offered in the proposal.

Proposals must contain an unequivocal positive statement that the firm will supply all the services and products required in this RFP for the fixed price offered in the proposal.

Contract staff listed in the proposal must be the actual contractors who will fulfill the engagement without exception.

4.2 Proposal Format

Proposers should respond to this RFP with a **Technical Proposal** and **Cost Proposal**. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in **Section 5**, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

Proposers shall submit proposals in two parts:

VOLUME I - TECHNICAL PROPOSAL

VOLUME II - COST PROPOSAL

NOTE: All pages of each proposal volume should be consecutively numbered from beginning to end. **No pricing information should be included in the Technical Proposal.**

Proposers should submit a proposal which includes enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Proposer should examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal will be at the proposer's risk.

Proposer should ensure that their proposal contains sufficient information for the state to make its determination by presenting acceptable evidence that the proposer has the ability to perform the services called for by the contract.

The State requests that **seven (7) printed** copies and **two (2)** copies on **Compact Disk (CD)** of the proposal (**Technical and Cost**), be submitted to the RFP Coordinator at the address specified. At least **one (1) copy** of the proposal (Technical and Cost) shall contain **original signatures**; that copy should be clearly marked or differentiated from the other copies of the proposal required to be provided by a notation in the lower left corner of the cover (of each volume) with the words **“Signed Original”**.

This copy will be retained for incorporation by reference in any contract resulting from this RFP. Proposals must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations.

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

The Technical Proposal should be submitted to the State in a separate package and be clearly marked: **“Technical Proposal in Response to RFP”**.

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in **Attachment IV Sample Contracts**, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should address the specific language in the sample contract attached and submit with their proposal with any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the engagement.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5.4 Approach and Methodology

This section of the proposal should describe the approach and methodology used by the proposer.

5.5 Cost Information

The proposer must provide a fixed hourly rate for the resource identified in Part 5.0 – Proposal Content – Item 5.3 – Proposed Project Staff.

The rates will be for the term of this contract. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

The Cost Proposal shall be submitted on **Attachment II – Cost Summary**.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

CRITERIA	MAXIMUM SCORE
1. Company – stability, size, depth, wherewithal to support effort	15
2. Project Staff - experience in Evacuation/Sheltering and Emergency Management and IT Support (refer to Section 3.1 – Minimum Qualifications of Proposer).	40
3. Approach – methodology vendor proposes to meet the requirements of the RFP. (Company's proven methodology for project approach will reflect in their staff)	25
4. Cost	20
TOTAL SCORE	100

To evaluate all technical proposals, a committee whose members have expertise in various areas, will be selected. The Evaluation Team will compile the technical scores. Cost proposals will be evaluated separately. The scores will be compiled to arrive at the highest scored proposal. A written recommendation for award shall be made to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The following formula will be used to assign the points for cost:

Cost points = (lowest total cost/specific Proposer's total cost) X total cost points

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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

7.2 Billing and Payment

DCFS shall pay Contractor in accordance with the Pricing Schedule set forth in Section 5.0 – Proposal Content, Item 5.5 – Cost Information. The Contractor may send invoices monthly to:

DCFS - Office of Emergency Preparedness
Eric Pelletier
P.O. Box 3957
Baton Rouge, La. 70821

7.3 Confidentiality

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

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

Attachment I: Scope of Services

The Statement of Work includes the following subsections:

- Task Objectives
- Scope of Work and Deliverables

Task Objectives

The purpose of this RFP is to acquire the services of a Contractor to provide Technical Support and Data Entry for the Evacuation Phase of a declared emergency and to provide Information Technology services for the DCFS-run Shelters as follows:

Sites to include the Following

- **Critical Transportation Needs Shelter (CTNS),**
- **Medical Special Needs Shelter (MSNS),**
- **Sex Offender Shelter (SOS), and**
- **Parish Pickup Points (PPP)**

Scope of Work and Deliverables

The contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

5.0 Evacuation Phase – Technical Support

5.1. Task 5.1 Description

The Contractor shall provide sufficient technical resources to support this Mission.

To support each Parish Pickup Point (PPP), a minimum of staff resources are required at each location listed below. Duties will include:

- Ensure the successful registration and evacuation of the citizens of Louisiana from designated Parish Pickup Points (PPP) using the EWA Phoenix software system to include operational details if personnel needed to input.
- Troubleshoot Satellites, Servers, Router, Switches, Laptops, Scanners, Card Swipes, Metro E Connections, T1 Lines, DSL, Wireless Network, Cable, and Air cards, Printers, Webcam, Video Conferencing, 2-way Radios, and 800/700 MHz Radios.
- Data Entry Staff will input data from manual forms or directly into Phoenix
 - Staff will have the capability to provide periodical reports as requested by DCFS EP Staff

DCFS will provide computer equipment to support evacuation registration to the following sites:

- **Union Passenger Terminal Station (UPT)** – 1001 Loyola Ave., New Orleans, La.): or at City Hall for data input
 - Fifty (50) laptops to input data at City Hall ,UPT, or other locations as needed
 - Twenty (20) MC70 wireless scanners (to be provided by the city to create bus manifest)
 - T1 line for data, Metro E
 - Air Cards
 - Switch/router
 - Wireless router
 - **Staffing requirements for this location are as follows:**
 - (8) IT technicians per 12-hour day shift (2 shifts)
 - (6) IT technicians per 12-hour night shift (2 shifts)
 - (5) Data Entry staff per 12-hour day shift (2 shifts)
 - (5) Data Entry staff per 12-hour night shift (2 shifts)
- **Yenni Building** (1221 Elmwood, Jefferson, La.):
 - Twenty-three (23) laptops with handheld scanners and card swipes,
 - Five (5) MC70 wireless scanners
 - Fifteen (15) MC9090 wireless scanners
 - T1 line for data, Metro E
 - Wireless router
 - Satellite for backup com
 - 700mhz radios
 - Switch/router
 - **Staffing requirements for this location are as follows:**
 - (8) IT technicians per 12-hour day shift (2 shifts)
 - (6) IT technicians per 12-hour night shift (2 shifts)
 - (5) Data Entry staff per 12-hour day shift (2 shifts)
 - (5) Data Entry staff per 12-hour night shift (2 shifts)
- **Alario Center** (2000 Segnette Blvd., Westwego, La.):
 - Twenty-three (23) laptops with handheld scanners and card swipes,
 - Five (5) MC70 wireless scanners
 - Fifteen (15) MC9090 wireless scanners
 - T1 line for data, Metro E
 - Wireless router
 - Satellite for backup com
 - 700mhz radios
 - Switch/router
 - **Staffing requirements for this location are as follows:**

- (8) IT technicians per 12-hour day shift (2 shifts)
 - (6) IT technicians per 12-hour night shift (2 shifts)
 - (5) Data Entry staff per 12-hour day shift (2 shifts)
 - (5) Data Entry staff per 12-hour night shift (2 shifts)
-
- **Lake Charles Civic Center** (900 Lakeshore Dr., Lake Charles, La.):
 - Ten (10) laptops with handheld scanners and card swipes,
 - Five (5) MC70 wireless scanners
 - T1 line for data City of Lake Charles is providing
 - Satellite for backup com
 - 700mhz radios
 - **Staffing requirements for this location are as follows:**
 - (4) IT technicians per 12-hour day shift (2 shifts)
 - (3) IT technicians per 12-hour night shift (2 shifts)
 - (2) Data Entry staff per 12-hour day shift (2 shifts)
 - (2) Data Entry staff per 12-hour night shift (2 shifts)
-
- **MSY – Louis Armstrong New Orleans Intl. Airport**, 900 Airline Drive, Kenner, LA 70062
 - Five (5) laptops
 - 700mhz radios
 - Satellite for backup com
 - T1 Line
 - Air cards
 - **Staffing requirements for MSY are as follows:**
 - (2) IT technicians per 12-hour day shift (2 shifts)
 - (2) IT technicians per 12-hour night shift (2 shifts)
 - (2) Data Entry staff per 12-hour day shift (2 shifts)
 - (2) Data Entry staff per 12-hour night shift (2 shifts)

Note: At the point of an emergency declaration, DCFS will make the determination of which PPP's will be activated (Southeast (SE), Southwest (SW) or Full Coastal evacuation). Under the terms of this contract, the Contractor shall support the potential PPP's being activated by DCFS. The potential PPP's are as follows:

- **Union Passenger Terminal Station (UPT),**
- **Yenni Building,**
- **Alario Center,**
- **MSY- for Air Evacuation** (to include cell phone lot), and
- **Lake Charles Civic Center**

Each site, working 12-hour shifts from H-72 to make ready and operational by H-60 until H-24 or until notified by DCFS to stand down the PPP.

Proposal Parameters

- **Notification Phase:**

- DCFS will contact the Contractor at H-120 (120 hours before Tropical Storm force winds intersect the Louisiana coastline) to alert them of the possible activation of the contract.

- **Mobilization / Readiness Phase:**

- DCFS will monitor the event and update Contractor, as necessary. DCFS will monitor the event and contact the Contractor to activate immediately upon Declaration of Emergency by the Governor.
- **IF** activated the Contractor will dispatch its personnel to be on-site no later than H-72.
- At H-60, Parish Pickup Points must be setup and shall be operational for the evacuation. Contractor will make sure all equipment is up and functional and to assist with data entry. **Contractor personnel will work 12-hours shifts until the evacuation is completed or until notified by DCFS to stand-down.**

- **Demobilization Phase:**

- The Contractor will provide technical assistance in the deactivation of the Phoenix tracking system and on-site computer equipment to include: disassembly, inventory and transport out of the evacuation zone to Baton Rouge to be readied for re-deployment between H – 24 and H -12
- **Staffing requirements for Parish Pickup Points is as follows. If the demobilization occurs in the night hours, staffing requirement will be half of the staff shown below:**
 - UPT - (8) Technicians for one (1) 12-hour shift
 - Yenni – (8) Technicians for one (1) 12-hour shift
 - Alario – (8) Technicians for one (1) 12-hour shift
 - Lake Charles – (4) Technicians for one (1) 12-hour shift
 - MSY – (2) Technicians for one (1) 12-hour shift

6.0 Sheltering Phase – Technical Support

6.1 Task 5.2 Description

The Contractor shall provide sufficient technical resources to:

- Assist in maintaining the Phoenix Tracking software

- Troubleshoot Servers, Router, Switches, Laptops, Scanners, Card Swipes, Metro E Connections, T1 Lines, DSL, Wireless Network, Cable, and Air cards, Printers, Webcam, Video Conferencing, 2-way Radios, and 800/700 MHz Radios , Satellites.

The Contractor will consider the following shelters to be an extension of the DCFS network to be maintained as Priority 1, just like any other DCFS office:

- CTNS - Jewella (8810 Jewella, Shreveport, La.)
- CTNS - Alexandria (8125 Hwy 71, Alexandria, La.)
- CTNS - Accent (22 State Farm Road, Monroe, La.)
- CTNS – Madison (2030 East Madison St., Bastrop, La.)
- CTNS – Westpark (7455 Atkinson Dr, Shreveport, La. 71129)
- MSNS - LSU Maravich Center (North Stadium Dr., Baton Rouge, La.)
- MSNS – Heymann Lafayette (1373 College Dr., Lafayette, La.)
- MSNS – ULM Ewing Coliseum (4201 Bon Aire, Monroe, La.)
- MSNS – Southeastern LA Univ. (400 Tennessee Ave., Hammond, La.)
- MSNS – Nichols State Univ. (906 E. 1st St., Thibodaux, La.)
- MSNS – Bossier City Civic Center (620 Benton Rd., Bossier City, La.)
- MSNS – McNeese State Univ., (4150 Vernon Drive Lake Charles, La.)
- SOS – David Wade Correction Center (670 Bell Hill Rd., Homer, La.)

Note: DCFS will verify shelter addresses, provide site contact information and ensure the authorization of the personnel to travel during the hurricane and to gain access to the shelters.

Note:

- Each **CTNS** will have five (5) to ten (10) laptops and require 24/hr/day support with **one (1) resource during the 12-hour day shift** and **one (1) resource during the 12-hour night shift**.
- Each **MSNS** will have five (5) laptops and require 24/hr/day support with **one (1) resource during the 12-hour day shift** and **one (1) resource during the 12-hour night shift**.
- The **SOS** will have two (2) laptops and require day shift support from **one (1) resource on-site (12-hour shift)**.

Proposal Parameters

- **Notification Phase:**
 - DCFS will contact the Contractor at H-120 (120 hours before Tropical Storm force winds intersect the Louisiana coastline) to request a list of available assets for potential deployment upon activation of the contract.
 - DCFS will contact the Contractor at H-120 (120 hours before Tropical Storm force winds intersect the Louisiana coastline) to alert them of the possible activation of the contract.
- **Mobilization / Readiness Phase:**

- DCFS will monitor the event and update Contractor, as necessary. DCFS will monitor the event and contact the Contractor to activate immediately upon Declaration of Emergency by the Governor.
 - **IF** activated the Contractor will dispatch its personnel to be on-site by H-72. The contractor will retrieve pre-staged computer equipment from DCFS offices and complete an inventory of the equipment. DCFS will advise Contractor of what shelters would be open (they are different depending on a SE, SW or Full Coastal Evacuation).
 - No later than H-60, the Shelters will be set up and functional for the receipt of the evacuees. **Contractor personnel will work 12-hours shifts until the evacuation is completed or until notified by DCFS to stand-down or the evacuees are returned to their home parishes H -72 through H +120**
- **Demobilization Phase:**
 - After the shelter is closed and evacuees have returned to their home parishes, the contractor will inventory the computer equipment and return it to the pre-staged DCFS office locations. This can occur as early as H+24 or late as H + 72- H+ 120.
 - **Staffing requirements for demobilization at the Shelters will be one (1) IT Support per shelter for one (1) 12-hour shift (day or night).**

Additional Requirements

- a. Contractor must maintain all records and have them available for auditing purposes. These records must be turned over to DCFS at the termination of this Contract in a fully organized, labeled and easily accessible manner.
- b. **Accessibility Compliance - All material published on the DCFS Web Site and DCFS Intranet will comply, at a minimum, with Priority 1 requirements as set forth by the World Wide Web Consortium (W3C) Accessibility Initiative. These are guidelines that explain how to make Web content accessible to people with disabilities. Priority One guidelines can be found by accessing the following link:**

<http://www.w3.org/TR/WCAG10/checkpoint-list.html>

Attachment II Cost Summary

Requested Staff	Qty	Cost Per Hour	*Cost
IT Technicians (<u>Evacuation Assistance</u> at 5 Parish Pickup Points)	53		
Data Entry Personnel (<u>Evacuation Assistance</u> at 5 Parish Pickup Points)	38		
IT Technicians (<u>Demobilization Assistance</u> at 5 Parish Pickup Points)	30		
IT Technicians (<u>Shelter Assistance</u> five (5) CTNS Shelters)	10		
IT Technicians (<u>Shelter Assistance</u> at seven (7) MSNS Shelters)	14		
IT Technicians (<u>Shelter Assistance</u> at one (1) SOS Shelter)	1		
IT Technicians (<u>Demobilization Assistance</u> at 13 shelters)	13		
**TOTAL COST			

The rates will be for the term of this contract. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

*Cost is calculated as follows:

Qty X (Cost Per Hour) = Cost

**Total Cost – The total cost is the amount used for Cost Points in the Evaluation Process.

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

Date _____ Official Contact Name: _____

A. E-mail Address:

B. Facsimile Number with area code: ()

C. US Mail Address:

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

- Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name:

Address:

City: _____ State: _____ Zip: _____
: _____

SIGNATURE of Proposer's Authorized Representative	DATE
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ATTACHMENT IV: Sample Contract

STATE OF LOUISIANA CONTRACT

On this ____ day of 20____, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.1.1. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.1.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.1.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.1.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.1.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or

delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of ____ years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES *{This information should be tailored to the specific state resources to be furnished for this contract.}*

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 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 _____.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

2.4 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *\$/[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages

of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

3 TERMINATION

3.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

3.2 TERMINATION FOR CONVENIENCE

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

3.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

4 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work

order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

5 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

6 FUND USE

Contractor agrees not to use contract proceeds 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.

7 ASSIGNMENT

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 to a 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.

8 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration. shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

9 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

10 CONFIDENTIALITY OF DATA

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

11 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

12 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

13 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows:
Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

14 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

15 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

16 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

17 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

18 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

(Agency specific terms and conditions may be added, if needed.)

THUS DONE AND SIGNED on the date(s) noted below:

Company Name:

Contractor's Signature

Name: _____

Title: _____

Federal Taxpayer Identification Number or
Social Security Number of Contractor

Department of Children and Family Services
Ruth Johnson, Secretary

Richard E. Howze, Undersecretary

Date