

**IT 10 #14-085**

# *STATE OF LOUISIANA*



**REQUEST FOR PROPOSALS  
FOR  
DBA/DB2 CONTRACT SUPPORT**

**RFP #:360PURISRFP015**

**DUE DATE: OCTOBER 2, 2013**

**AMENDED: 09/03/13**

**TIME: 3:00 PM**

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## **1 GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Louisiana Department of Children and Family Services (DCFS, also herein referred to as the State) for the purpose of soliciting proposals from qualified contractors interested in providing information technology services for Database Administration (DBA) in the DB2 Database Management System (DBMS). Contract services to include DCFS' existing and new systems design, development, implementation, maintenance and ongoing consultation and support

### ***1.2 Background***

The Louisiana Department of Children and Family Services (DCFS) is an administrative department within the Executive Branch of State government in Louisiana. The Vision of DCFS is to provide services to assist individuals, children, and families in Louisiana to achieve self-sufficiency and promote their well-being.

### **DCFS Programs and Organization**

The DCFS is a public-funded service organization whose purpose is to administer the public assistance and welfare laws of the State and to provide high quality social programs and services to Louisiana residents at the lowest possible cost to the taxpayers. In general, services are administered statewide within a centralized organizational framework with a DCFS headquarters overseeing state offices, regional offices, district offices and parish offices.

### ***1.3 Scope of Services***

**Attachment I** (Statement of Work) details the scope of services and deliverables or desired results that the State requires of the selected Contractor

## **2 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to for a period of twelve (12) months, with options to contract for (2) additional (12) month periods not to exceed 36 month.

### ***2.2 Pre-proposal Conference***

*NOT APPLICABLE FOR THIS SOLICITATION.*

### ***2.3 Proposer Inquiries***

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Darlene Simmons, Contracts / Grants Reviewer

DCFS - Administrative Services  
627 North 4<sup>th</sup> Street, 6<sup>th</sup> Floor, 6-300-31  
Baton Rouge, La. 70821  
(225) 342-4135

E-mail: [Darlene.Simmons@LA.GOV](mailto:Darlene.Simmons@LA.GOV)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 PM CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by September 23, 2013 at [www.dcms.la.gov](http://www.dcms.la.gov) /and [www.prd1.doa.louisiana.gov/OSp/laPAC/Agency/outMain.cfm](http://www.prd1.doa.louisiana.gov/OSp/laPAC/Agency/outMain.cfm).

Only Lynette Barker has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## ***2.4 Definitions (Optional)***

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.

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

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

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

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.

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

SOW – Statement of Work

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

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

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

## ***2.5 Schedule of Events***

<b>Event</b>	<b>Date</b>
Issue Request for Proposal	<b>09/02/2013</b>
Deadline for receiving Proposers inquiries	<b>09/16/2013</b>
Issue responses to Proposers inquiries	<b>09/23/2013</b>
Final 3-day Inquiry deadline for DCFS’ response to previously submitted vendor questions	<b>09/26/2013</b>

Proposal submission deadline	10/02/2013
Notice of Intent to Award (To be determined)	
Begin Contract negotiation (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 must meet the following minimum qualifications:

Proposers shall provide one (1), Data Base Administrator experienced in DB2 with the following minimum qualifications:

- 10 years experience (a combination of professional DBA DB2 experience plus 6 months experience as DB2 trainer/mentor) in HTML, and Relational Database.
- Experience with mainframe operating systems z/OS and MVS.
- Curam database experience is desired.
- Fluent English must be communicated both written and orally by the contractor.
- DCFS experience desirable.

#### ***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.



### **3.2.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **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. Addenda, if any, will be posted at [www.dcfslouisiana.gov/](http://www.dcfslouisiana.gov/) and [www.prdl.doa.louisiana.gov/OSp/laPAC/Agency/outMain.cfm](http://www.prdl.doa.louisiana.gov/OSp/laPAC/Agency/outMain.cfm). It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **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 the 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 III. 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 (30) days or if the selected Proposer fails to sign the final contract within (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### ***3.13 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 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 PM Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

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

**Proposal Name: DBA / DB2 CONTRACT SUPPORT**

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

Darlene Simmons, Contracts / Grants Reviewer  
DCFS - Administrative Services  
P.O. Box 3496  
Baton Rouge, La. 70821

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

Darlene Simmons, Contracts / Grants Reviewer  
DCFS - Administrative Services  
627 North 4<sup>th</sup> Street, 6<sup>th</sup> Floor, Cubicle: 6-300-31  
Baton Rouge, La. 70821  
(225) 342-4135

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

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 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”**. Proposals must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations. A certified copy of a

board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

#### ***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. All pages of each proposal volume should be consecutively numbered from beginning to end.

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.

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

#### ***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 II.

### **5 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.

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 III 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.

### ***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.

#### **5.2.1 Minimum Required Language - Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs NOT APPLICABLE TO THIS RFP**

### ***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 project.

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.

### ***5.3 Approach and Methodology***

The Proposal shall include a logical, clear, and detailed statement of methodology for each requirement. Mere assertion of affirmation that a requirement will be met will not be considered an acceptable response. This section shall describe the approach and methodology used by the proposer and shall describe the following:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Proposer should define its functional approach in providing the services.
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

### ***5.4 Cost Information***

Provide the total cost (inclusive of travel and all project expenses). For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

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

Hours Per Resource X Cost Per Hour = Cost

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

The Proposer must provide a fixed hourly rate for the resource identified in **Attachment I – State of Work**.

The rate 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.

Requested Staff	Qty	Hours Per Resource	Cost Per Hour	Cost
DBA / DB2	1	2080	\$	\$
TOTAL COST				

## 6 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.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Company experience in supporting DB2 Data Base Management Systems (see section 3.1 Minimum	5

<i>Qualifications of Proposer)</i>	
2. Corporate Background and Experience (see section 5.2 Detailed Qualifications of Proposer)	<b>5</b>
3. Resource - Mainframe experience/Proficiency, experience in DB2 (as DBA). (Resource DCFS experience desirable see section 5.2 Detailed Qualification of Proposer)	<b>35</b>
4. Approach and Methodology (see section 5.3 Detailed Qualification of Proposer)	<b>15</b>
5. Cost (see section 5.4)	<b>40</b>
<b>TOTAL SCORE</b>	<b>100</b>

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the most responsive and responsible proposer with the highest score.

**6.5.1. *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

*NOT APPLICABLE TO THIS RFP*

**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 proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.



## **7 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***

Billing and payment shall be on a monthly basis.

### ***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.

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## **ATTACHMENT I: STATEMENT OF WORK**

### **1 Overview**

The purpose of this RFP is to acquire the services of one full time (40 hours per week each) on-site DB2 Database Analyst. DCFS normal work hours are between 7:00 a.m. and 5:00 p.m. The contractor will be required to work eight (8) hours per day within the work hours indicated above, excluding state holidays and weekends unless necessary. This engagement shall last for a period not to exceed three (3) years from the begin date of contract. The initial contract will begin upon contract approval and last through the end of the current State fiscal year (June 30, 2014). The State has the right to extend the contract for two additional 12-month periods (by fiscal year - July 1 of current year through June 30 of following year - and) until a total of 36 months has been reached. The extension(s) are with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of the contract, including extensions hereto, be for a period of more than three (3) years.

The selected proposer will work with the State's DCFS/IS Database staff for continued design, development, maintenance and support of the MVS DB2, ACCESS, CAFÉ, and SQL system environment for the existing and new DCFS systems. The proposer will also coordinate the development and deployment of departmental services to its clients via Web applications. This will enhance the disbursement of client case data; data warehouse reporting and fraud investigation. Recommend strategies and develop tactical objectives for meeting database requirements. Assist in the maintenance of standards and procedures for DB2 database, and SQL functions. All new application designs will utilize the DB2 relational database structure.

The proposer will attend and participate in JAD sessions in order to understand requirements for new and ongoing system design and development. The proposer must be able to work with the appropriate staff (Information Technology and User) under the direction of the DCFS Database Administration Technical Support Supervisor (Project Manager) and upper Management. The proposer will additionally communicate with DCFS System Unit Staff and I.T. Applications team members in order to understand user agency requirements and priorities

### **2 Tasks and Services**

A summary of the contractor's duties is as follows:

- Design, develop, document and deliver data models according to DB2 industry standards as requested by DCFS DBA management.
- Design, develop, document and deliver unit tested database(s) that perform(s) functions according to specifications in the DCFS Technical Design Document(s).

- Design, develop, document and deliver unit tested database(s) according to DCFS DBA/DB2 standards.
- Design, develop, document and deliver unit tested program(s) within a timeframe and with a quality of workmanship deemed acceptable to the DCFS Project Manager or his designee.
- Design, develop, document, maintain and support the above during all system phases (design, development, testing, implementation and production).
- Continued communication and transfer of knowledge regarding assigned system(s) and its related documentation with State staff as coordinated/instructed by the DCFS DBA staff management.

### **3 Scope of Work**

The contractor is to adhere to DCFS/IS specifications. DCFS normal work hours are between 7:00 a.m. and 5:00 p.m. The contractor will be required to work eight (8) hours per day within the work hours indicated above, (overtime if necessary, excluding state holidays and weekends). There may, on occasion, be overtime required but it is not anticipated to be excessive as we diligently plan our projects and timelines ahead of time.

Contractor is to work along side current DCFS state staff in the I.S. Database Administration Unit.

**Contractor is required to be housed at DCFS (627 North 4th Street, Baton Rouge LA) and to perform all work at this location unless prior approval is received by the State.**

The contractor shall be required to provide their own travel, lodging, and meals while working for DCFS.

### **4 Deliverables**

The contractor will submit weekly detailed status reports with total hours worked for the week and details demonstrating what were accomplished.

#### **Acceptance of Deliverables**

- **General.** Except where the Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work.
- **Submittal and Review.** Upon written notification by Contractor that a deliverable is completed and available for review and acceptance, the State will promptly review the deliverable within 10 business days after the deliverable is presented to the State Project

Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

- **Notification of Acceptance or Rejection.** If State disapproves a deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. With respect to rejected Deliverables, the parties agree to repeat the process for a maximum of three iterations. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State.
- **Assumptions.** None.

## 5 Functional Requirements

- **DCFS PMO** - The Department of Children and Family Services (DCFS) Information Services Division has an established Project Management Office (PMO). This office has defined a series of processes, procedures, tools and templates that are utilized for IS Projects and are contained in the Project Management Office Guide. All contractors doing business with DCFS IS shall follow the PMO standards and guidelines, as deemed necessary by department management.
- **Control and Supervision** - The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor, unless stated otherwise in the SOW.
- **Provide Project Work Plans and Progress Reports** – The Contractor shall provide written and oral status reports as specified in the Statement of Work.
- **Provide Time Sheets** – Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended by each member of its or its subcontractors' staff, participating in this contract.

### Contractor Resources

- **Project Staff.** Contractor shall provide **one (1)** competent and qualified resource as specified for the applicable task schedule in the Statement of Work. This resource will be required to work 8 hours a day, 5 days a week.
- The resource may be required to support primary DCFS systems outside of those hours but not anticipated to be greater than (but rather less than) 10 hours per month.

## 6 Technical Requirements

- Contractor shall make available to the State technically competent personnel for the purpose of providing the services required to accomplish the tasks described in Contract Statement of Work. Each such task, listed as Task Schedules, will be considered complete when the completion criteria, as defined in the applicable tasks, are met.
- Each Task Schedule specified in the Statement of Work contains, at a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date and completion dates, and a cost for each task. The aggregate of the costs for all Task Schedules shall not exceed the maximum amount of the contract.
- The Contractor agrees that Contractor shall perform the services for which the Contractor is responsible, that Contractor shall accomplish this work in the manner stated in the Statement of Work, and that the Contractor will provide the deliverable items as required. This performance is predicated, however, on the State meeting its responsibilities in the manner described in the Statement of Work.

## **7 Project Requirements and additional information**

In addition to the Tasks specified above, the Contractor will have the following responsibilities:

Provide their own travel, lodging, and meals while working for DCFS.

### **1. Estimated Schedule**

The following schedule reflects the estimated time frame for completion of the services detailed in this SOW:

Any contract resulting from this RFP will begin upon contract approval and be for a period of twelve (12) months. The State has the right to extend the contract for two (2) additional 12-month periods. The extension(s) are with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of the contract, including extensions hereto, be for a period of more than three (3) years.

### **2. Contractor Staff, Roles, and Responsibilities**

- Contract staff is expected to be located in the Iberville Building at 627 North 4th Street, Baton Rouge, La 70802.
- Fluent English must be communicated both written and orally by the contract staff.
- Contractor shall submit Weekly Detailed Status Reports with total hours worked for the week and details demonstrating what was accomplished with the hours used.
- The Contractor shall have the following qualifications:
- 10 years experience (a combination of professional DBA DB2 experience plus 6 months experience as DB2 trainer/mentor) and Relational Database.
- MVS and SQL Server experience.
- Curam database experience a plus/desired.

- Contract staff shall use DCFS provided tools to complete all mainframe/Web programming work.
- The DCFS Project Manager shall notify the contractor of any contract personnel who do not meet task performance expectations at any point during the execution of the contract and the contractor shall provide for replacement personnel. The contractor shall provide the Project Manager with resumes, labor category certifications, and/or other qualifying credentials of potential replacement personnel within 15 calendar days of the original Project Manager's replacement notification. The Project Manager will evaluate replacement personnel credentials against position requirements and will notify the contractor of the approval or disapproval of the proposed replacement personnel. The Project Manager will notify the contractor of the approval or disapproval within 5 calendar days from the date of receipt of replacement candidate credentials. Approved replacement personnel shall start work within 30 calendar days from the original Project Manager's replacement notification.

### **3. State Staff, Roles, and Responsibilities**

- ***Kenneth Chandler*** will serve as the State Project Manager.
- The State will provide timely access to State Agency staff and documentation required to complete each of the deliverables.
- The State will provide timely reviews of submitted work products and approve such deliverables when completion criteria are met.
- The State will provide office space, LAN connection, Internal E-mail connection, copiers, use of PC state standard desktop office software (e.g., word processor, spreadsheet), telephones, and miscellaneous office supplies.
- The State will coordinate scheduling of interviews with selected entities and prioritize additional tasks to be completed, as time is available.
- The State will convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.
- The State will review work plans, forms, interview results, draft documents, and reports as related to services being provided. The state agency will review the deliverables and return comments within five (5) business days of the delivery of the deliverables.
- The State will be responsible for the supervision, direction, and control of its own personnel.
- The State will provide safe and free access to those facilities needed to conduct project tasks.
- DCFS complies with the Americans with Disabilities Act (ADA). If any individual requires special accommodations, information about the specific accommodation needed should be made known.

### **4. Additional Terms and Conditions Specific to this SOW**

The services to be provided under this SOW are subject to the following additional provisions:

- The contractor will be expected to follow the DCFS Information Services Software Development Life Cycle (SDLC) according to current and future DCFS policies standards and procedures.

Contract staff working on-site at DCFS locations will be responsible to annotate and initial a daily log showing the contractor's name, company, time of arrival, time of departure, and number of hours worked for compensation. Such log shall remain the property of DCFS and be included with the official project file to be kept for the purposes of providing attendance records corresponding to subsequent contractor invoices for service hours rendered.

## **5. Change Control Procedures**

The following provides a detailed process to follow if a change to the Statement of Work is required:

A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment.

B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) will be processed in accordance with the following procedure:

- A Task Change Request (TCR) will be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated State Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Contractor and State Project Manager will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges that may be required for such investigation. If the investigation is authorized by the State Project Manager, he/she will sign the TCR which will constitute the approval for the investigation charges. Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the TCR will have on price, schedule and other terms and conditions of the Agreement.
- Written authorization by both parties of a Task Change Authorization must be signed by both parties to authorize implementation of the investigated changes upon approval of OSP or OCR.

## ATTACHMENT II: CERTIFICATION STATEMENT

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

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_\_ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

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

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

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

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

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

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

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SIGNATURE of Proposer's Authorized Representative

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DATE

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## **ATTACHMENT III: 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 SCOPE OF SERVICES**

##### **1.1 CONCISE DESCRIPTION OF SERVICES**

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

##### **1.2 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.}**

###### **1.2.1. GOALS AND OBJECTIVES**

*[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]*

###### **1.2.2. 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]*

###### **1.2.3. 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)*

###### **1.2.4. DELIVERABLES**

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

### **1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

*Note: If your funding source includes restrictions against use of this type of initiative, this section should not be used.)*

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

### **1.2.6. 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 \_\_\_\_\_.

### **3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

#### **3.1 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.

### **4 TERMINATION**

#### **4.1 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.

#### **4.2     **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.

#### **4.3     **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.

### **5            **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.

## **6 CONTRACT CONTROVERSIES**

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

## **7 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.

## **8 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.

## **9 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.

## **10 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.

## **11 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.

## **12 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.

## **13 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.

**14 INSURANCE** *(Agencies should discuss with ORM any specific insurance requirements and amend this section to meet their needs.)*

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.

## **15 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.

## **16 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.

## **17 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.

## **18 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.

## **19 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.

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

CONTRACTOR'S SIGNATURE		Department of Children & Family Services Suzy Sonnier, Secretary
		Etta Harris, Undersecretary
		Barbara Hunter, Director Information Services
DATE		DATE