

Louisiana



Department of
**Children &
Family Services**

Building a Stronger Louisiana

REQUEST FOR PROPOSALS

For

RATIONAL ADMINISTRATION CONTRACT SUPPORT

DATE: JULY 22, 2011

TABLE OF CONTENTS

1	GENERAL INFORMATION	3
1.1	PURPOSE.....	3
1.2	BACKGROUND.....	3
1.3	SCOPE OF SERVICES.....	3
2	ADMINISTRATIVE INFORMATION	3
2.1	TERM OF CONTRACT	3
2.2	PRE-PROPOSAL CONFERENCE	3
2.3	PROPOSER INQUIRIES	3
2.4	DEFINITIONS	4
2.5	SCHEDULE OF EVENTS.....	5
3	PROPOSAL INFORMATION.....	6
3.1	MINIMUM QUALIFICATIONS OF PROPOSER	6
3.2	DETERMINATION OF RESPONSIBILITY	6
3.3	RIGHT TO PROHIBIT AWARD.....	6
3.4	RFP ADDENDA	7
3.5	WAIVER OF ADMINISTRATIVE INFORMALITIES.....	7
3.6	PROPOSAL REJECTION/RFP CANCELLATION.....	7
3.7	WITHDRAWAL OF PROPOSAL	7
3.8	SUBCONTRACTING INFORMATION	7
3.9	OWNERSHIP OF PROPOSAL.....	7
3.10	PROPRIETARY INFORMATION	7
3.11	COST OF PREPARING PROPOSALS	8
3.12	ERRORS AND OMISSIONS IN PROPOSAL.....	8
3.13	CONTRACT AWARD AND EXECUTION	8
3.14	CODE OF ETHICS.....	8
4	RESPONSE INSTRUCTIONS	8
4.1	PROPOSAL SUBMISSION.....	8
4.2	PROPOSAL FORMAT	10
4.3	COVER LETTER.....	10
4.4	TECHNICAL AND COST PROPOSAL.....	10
4.5	CERTIFICATION STATEMENT	10
5	PROPOSAL CONTENT	10
5.1	EXECUTIVE SUMMARY	11
5.2	CORPORATE BACKGROUND AND EXPERIENCE	11
5.3	PROPOSED PROJECT STAFF.....	11
5.4	APPROACH AND METHODOLOGY.....	11
5.5	COST INFORMATION	12
6	EVALUATION AND SELECTION.....	12
6.1	EVALUATION TEAM.....	12
6.2	ADMINISTRATIVE AND MANDATORY SCREENING	12
6.3	CLARIFICATION OF PROPOSALS	12
6.4	ORAL PRESENTATIONS/DISCUSSIONS MAY BE REQUIRED.....	13
6.5	EVALUATION AND REVIEW	13
6.6	ANNOUNCEMENT OF CONTRACTOR.....	13
7	SUCCESSFUL CONTRACTOR REQUIREMENTS	13
7.1	CORPORATION REQUIREMENTS	13
7.2	BILLING AND PAYMENT	13
7.3	CONFIDENTIALITY	13
ATTACHMENT I:	STATEMENT OF WORK.....	15
ATTACHMENT II:	CERTIFICATION STATEMENT.....	19
ATTACHMENT III:	SAMPLE CONTRACT	20

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 IBM Rational Administration. The selected vendor will assist DCFS staff with existing and new system design, development, implementation and maintenance.

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. 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 begin on November 17, 2011. The initial contract will begin upon contract approval, and last through June 30, 2012. 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, for a total of 36 months. The extension(s) will be with the concurrence of the Contractor, and all appropriate state approvals. In no event shall the term of the contract, including extensions be for a period of more than 36 months.

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 proposer, and received by 3:00 P.M. (CST) on the Inquiry Deadline date set forth in the Calendar of Events. (2.5 Schedule of Events)

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. 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 generate from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to any addendum shall be submitted by the close of business three working days from the date the addendum is posted to the DCFS Website www.dcfslouisiana.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, clearly cross-referenced to the relevant RFP section. Only those inquiries received by the established 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:

Duane Fontenot, I.T. Director
DCFS Office of Information Services
P. O. Box 3957
Baton Rouge, LA 70821

E-mail: Duane.Fontenot@LA.GOV

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

Virginia Berry-Green, Contracts / Grants Reviewer
DCFS - Administrative Services
P.O. Box 3496
Baton Rouge, La. 70821

E-Mail: Virginia.BerryGreen@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.

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 the State or 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

Shall – The term “shall” denotes a mandatory action or requirement.

Should – The term “should” denotes an advisory action or requirement, 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.

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

2.5 Schedule of Events

Event	Date
Issue Request for Proposal	7/22/11
Deadline for receiving Proposers inquiries	8/5/11
Issue responses to Proposers inquiries	8/12/11 3:00 p.m. (CST)
Proposal submission deadline	8/26/11 3:00 p.m. (CST)
Notice of Intent to Award (To be determined)	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 shall provide one (1) experienced IBM Rational Software Administrator with the following minimum qualifications:

- Fluent English must be communicated both written and orally by the contract staff.
- The Contractor shall have the following qualifications:
 - 10 + years experience in Rational ClearCase, ClearQuest, and Requisite Pro
 - 5 years experience in Rational BuildForge
 - 10 + years Programming experience in VBScript, VBA, and PERL
 - IBM Certified Administrator – Rational ClearCase UNIX v2003
 - IBM Certified Administrator – Rational ClearCase Windows v2003
 - IBM Certified Administrator – Rational ClearQuest v2003
 - IBM Certified Deployment Professional – Rational Requisite Pro
 - Rational Subject Matter Expert Program – Software Configuration Management
 - IBM Certified Specialist – Rational Quality Manager V2.0
 - IBM Certified Administrator – Rational Build Forge 7.1
 - IBM Certified Specialist – Rational ClearCase v7.1
 - IBM Certified Specialist – Rational ClearQuest v7.1

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 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.

3.4 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 <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.5 Waiver of Administrative Informalities

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

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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 the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 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 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.

3.14 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 p.m. (CDT) on the date specified in the Schedule of Events.

FAX or e-mail submissions are not acceptable. 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. DCFS is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposals received after the deadline will not be considered.

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

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

PROPOSAL NAME: RATIONAL ADMINISTRATION CONTRACT SUPPORT

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

Duane Fontenot, IT Director
DCFS - Administrative Services
P.O. Box 3957
Baton Rouge, La. 70821

Proposals may be delivered by hand or courier service to:

Duane Fontenot, IT Director
DCFS - Administrative Services
627 North 4th Street, 7th Floor
Baton Rouge, La. 70821
Attention: Regina Pyle
(225) 342-2387

Proposer Responsibilities

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. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority.

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.

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"**.

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 Contract, 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, and number of years in business. 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. Customer references (name, title, company name, address, and telephone number) should be provided in each resumes submitted.

5.4 Approach and Methodology

This section of the proposal shall describe the overall approach for satisfying the requirements of the solicitation. This section shall describe and demonstrate the vision or understanding of the proposer’s services required from this RFP.

- Proposer’s should demonstrate their understanding of the nature of the Department of Children and Family Services and how their proposal will best meet the needs of the state.
- Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
- Approach to Project Management and Quality Assurance.
- Escalation procedures to be followed by the proposer to resolve problems or issues.

5.5 Cost Information

The Proposer must provide a fixed hourly rate for the resource identified in **Part I – Administrative Information - Item 1.1 - Purpose**. 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 services provided.

Requested Staff	Qty	Hours Per Resource	Cost Per Hour	*Cost
Rational Administrator	1	2080	\$	\$
**TOTAL COST				

*Cost is calculated as follows:

$$(\text{Hours Per Resource}) \times (\text{Cost Per Hour}) = \text{Cost}$$

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

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, designated by the State. The evaluation team 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. Proposal communication/indication of DCFS I.T. System understanding.	10
2. Approach and methodology for meeting the overall requirements set forth in the RFP	10
3. Experience using Rational ClearQuest, ClearCase and Build Forge	10
4. Experience with other Rational Suite of products (Requisite Pro, Quality Manager, SoDA, and Project Console)	5
5. Qualifications/Certifications	10
6. Proficiency/experience in Rational Administration (Product installations and upgrades, server and/or database migrations, etc.)	20
7. Cost	35
Total Score	100

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

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for the 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 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 terms shall be negotiated with the successful Proposer. The billing cycle is normally done 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.

Attachment I: STATEMENT OF WORK

1.0 Overview

The Louisiana Department of Children and Family Services (DCFS) is soliciting proposals from qualified contractors interested in providing Information Technology services for IBM Rational Administration. The selected proposer will support the efforts of existing DCFS programmer/analysts and technical support specialists with planning, analyzing, designing and maintaining the Departments application development and maintenance environments.

2.0 Tasks and Services

Summary of the contractor's duties:

- The contractor will provide verbal mentoring and written transfer of knowledge to the appropriate DCFS staff as instructed by the State Project Manager.
- The contractor will be required to install, configure, administrate, maintain, backup and trouble shoot the Rational Tool Suite including ClearCase, ClearQuest, Rational Quality Manager, SoDA, Project Console, and Requisite Pro. All work is to be documented and placed under version control in the ClearCase documentation VOB.
- The contractor shall support the DCFS Staff on the use of Rational Products ClearQuest, ClearCase, Requisite Pro, Rational Quality Manager, SoDA, and Project Console.

3.0 Deliverables

1. Consolidation of all IBM Rational licenses from four to one server. This will require creation and execution of project plan along with documentation outlining the procedures.
2. Consolidation of the ACCESS/DFSP ClearCase server and Legacy ClearCase server to two new servers (a VOB/Views and Change Management server). The new servers will be located in the new DCFS domain which means the ClearCase environment needs to be migrated. This will require creation and execution of project plan along with documentation outlining the procedures.
3. Consolidation of the legacy Rational Repository and the ACCESS/DFSP Rational Repository.
4. Creation of BuildForge projects for various Legacy applications (BLASImport, ProDirectBatch, and DI TCI).
5. Create documentation outlining the procedure to create BuildForge Projects.
6. Create documentation outlining how Build Forge security is setup in the legacy projects.
7. Upgrade Rational products (ClearCase, ClearQuest, Requisite Pro, TestManager, Robot, SoDA) from 7.0.1.4 to latest version (7.1.2.2) as a prerequisite to migration of databases to new version of SQL Server. Research current applications compatibility with V7.1 of Rational Products and report findings.
8. Migration of all ACCESS/DFSP ClearQuest and RequisitePro databases to a server with updated version of SQL Server software. This will require creation and execution of project plan along with documentation outlining the procedures.
9. Migration of all Legacy ClearQuest and RequisitePro databases to server with updated version of SQL_Server software. This will require creation and execution of project plan along with documentation outlining the procedures.
10. Creation of various ClearCase triggers that enforce project policies, such as a trigger that prevents checkouts from the main branch by anyone but members of the ClearCase Administrator's group.

11. Use the Report Generator tool to clean up and document all the Legacy development branches and root folders.
12. Review and document the Windows security settings of all the VOB folders. Make corrections to the settings if necessary.
13. DCFS Standards include the creation of ear files for deployment. Several applications create war files. Update any existing projects which create war files to package the war file inside an ear file for deployment.
14. Improve ClearCase performance by cleaning up those VOBs containing a high number of label types.
15. Create documentation outlining the steps to set up the DFSP Daily Builder Build Forge Project.
16. Update the Rational Infrastructure document to include the DFSP project.
17. Migrate the Build Forge engine to a new server and upgrade the engine and all the agents to the latest version 7.1.2.
18. Oversee the new CAFÉ development effort to make sure DCFS standards are adhered to.

4.0 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.

5.0 Technical Requirements

- Contract staff is required 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. Please reference the required documents in section 2C (Deliverables required).
- The Contractor shall have the following qualifications:
 - 10 + years experience in Rational ClearCase, ClearQuest, and Requisite Pro
 - 5 years experience in Rational BuildForge
 - 10 + years Programming experience in VBScript, VBA, and PERL
 - IBM Certified Administrator – Rational ClearCase UNIX v2003
 - IBM Certified Administrator – Rational ClearCase Windows v2003
 - IBM Certified Administrator – Rational ClearQuest v2003
 - IBM Certified Deployment Professional – Rational Requisite Pro
 - Rational Subject Matter Expert Program – Software Configuration Management
 - IBM Certified Specialist – Rational Quality Manager V2.0
 - IBM Certified Administrator – Rational Build Forge 7.1
 - IBM Certified Specialist – Rational ClearCase v7.1

- IBM Certified Specialist – Rational ClearQuest v7.1

6.0 Project 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.
- The Contractor agrees that it shall perform the services for which the Contractor is responsible, the 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.
- **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 on-site 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 10 hours per month.

7.0 State Staff, Roles and Responsibilities

- Terri Eckles will serve as the State Project Manager.
- The State will provide timely access to State Agency staff and documentation as required completing 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 the scheduling of interviews and meetings with necessary staff and other entities necessary to complete each of the deliverables, as well as prioritize additional tasks to be completed, as time is available.
- The State will convey and issue correspondence to DCFS management, support, and field staff to convey 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 ten (10) 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 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.
- DCFS complies with Section 508 of the Rehabilitation Act Amendments of 1998.

8.0 Acceptance of Deliverables

1. 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.

2. 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.

3. 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.

9.0 Performance Standards

- 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.

10.0 Estimated Schedule

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

The initial contract will begin upon contract approval and last through the end of State fiscal year June 30, 2012. 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.

11.0 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. (Information is located on the DCFS Intranet/IS/Quality Assurance)
- 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.

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.

1.0 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 Howze, Undersecretary

Date

Duane Fontenot, Director
Information Services

Date