

**STATE OF LOUISIANA
REQUEST FOR PROPOSALS
OFFICE OF COASTAL PROTECTION &
RESTORATION**

**FOR
COASTAL PROTECTION AND SYSTEM
INTEGRATION**

RFP #: 2503-12-66

PROPOSAL DUE DATE/TIME:

JULY 30, 2012, 3:00 P.M.

JUNE 28, 2012

Table of Contents

1. GENERAL INFORMATION	1
1.1 Purpose.....	1
1.2 Background	1
1.3 Scope of Services	1
2. ADMINISTRATIVE INFORMATION	1-2
2.1 Term of Contract.....	1
2.2 Pre-proposal Conference.....	1
2.3 Proposer Inquiries	1-2
2.4 Definitions.....	2
2.5 Schedule of Events.....	2
3. PROPOSAL INFORMATION	3-6
3.1 Minimum Qualifications of Proposer	3
3.2 Determination of Responsibility	3
3.3 RFP Addenda.....	3
3.4 Waiver of Administrative Informalities.....	3
3.5 Proposal Rejection/RFP Cancellation.....	3
3.6 Withdrawal of Proposal	3
3.7 Subcontracting Information	4
3.8 Ownership of Proposal.....	4
3.9 Proprietary Information	4
3.10 Cost of Preparing Proposals.....	4
3.11 Errors and Omissions in Proposal.....	4
3.12 Contract Award and Execution.....	5
3.13 Code of Ethics.....	4-5
4. RESPONSE INSTRUCTIONS	5-6
4.1 Proposal Submission.....	5
4.2 Proposal Format	6
4.3 Cover Letter	6
4.4 Technical and Cost Proposal.....	6
4.5 Certification Statement	6
5. PROPOSAL CONTENT	6-9
6. EVALUATION AND SELECTION	10-11
6.1 Proposal Review Committee.....	10
6.2 Administrative and Mandatory Screening	10
6.3 Clarification of Proposals	10
6.4 Oral Presentations/Discussions May be Required	10
6.5 Evaluation and Review	10
6.5.1 Veteran-Owned And Service-Connected Small Entrepreneurships.....	11
6.6 Announcement of Contractor	11
7. SUCCESSFUL CONTRACTOR REQUIREMENTS	11-12
7.1 Corporation Requirements	11
7.2 Billing and Payment.....	11

7.3 Confidentiality 11-12

8. ATTACHMENTS 13-28

I. Attachment I: Scope of Services..... 13-18

II. Attachment II: Certification Statement.....19

III. Attachment III: DNR Sample Contract..... 20-28

1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Coastal Protection and Restoration Authority (herein referred to as the CPRA) for the purpose of providing a comprehensive and integrated system for CPRA's day to day operations and decision making process.

1.2 Background

Coastal Protection and Restoration Authority (CPRA) was created by legislation as an office within the governor's office. Prior to this legislation the Coastal Restoration division of CPRA was part of DNR. DNR provides management services to CPRA which includes Information Technology, procurement, budgeting and other financial assistance, and human resources.

All Information Technology related systems and projects are under the umbrella of Strategic On-line Natural Resources Information System, or SONRIS (pronounced "sunrise").

1.3 Scope of Services

Attachment I 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

It is the intention of the State to award one (1) contract. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2012 and to continue through July 31, 2013. The State has the right to contract for up to three years upon approval.

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.

Renita Hoskins
Contracts & Grants Reviewer Supervisor
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-342-4513
Fax: 225-342-8700
Email: renita.hoskins@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 *DATE* at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>, <http://dnr.louisiana.gov/contracts> and <http://coastal.la.gov/index.cfm?md=pagebuilder&tmp=home&nid=159&pnid=78&pid=191&catid=0&elid=0>

Only Julia Raiford 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

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	June 28, 2012
Deadline for receipt of Written inquiries	July 12, 2012
Deadline for responses	July 19, 2012
Deadline for receipt of proposals	July 30, 2012
Announce award of contractor selection	August 10, 2012

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 minimum qualifications listed in Attachment I, Scope of Services.

3.2 Determination of Responsibility

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

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 RFP Addenda

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

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

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

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

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

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

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

If the contract negotiation period exceeds (30) days or if the selected Proposer fails to sign the final contract within (30) 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.

4.0 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. 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:

Renita Hoskins
Contracts & Grants Reviewer Supervisor
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-342-4513
Fax: 225-342-8700
Email: renita.hoskins@la.gov

For courier delivery, the street address is 617 N. 3rd Street, 1265, Baton Rouge, LA 70802 and the telephone number is 225-342-4513. 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 Six (6) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. 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 Volume I, a Technical Proposal which includes the Cost Proposal as requested in Attachment I, Scope of Services, and Volume II, Financial Information.

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 must be submitted as specified in Section 5, and shall 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 shall respond to all requested areas.

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

PROPOSALS NOT CONTAINING THE MANDATORY INFORMATION REQUIRED IN THIS SECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL NOT BE EVALUATED BY THE STATE. PROPOSALS RECEIVED IN RESPONSE TO THIS RFP BECOME THE PROPERTY OF THE STATE AND WILL NOT BE RETURNED.

- A. VOLUME I. TECHNICAL PROPOSAL (ONE ORIGINAL and FIVE COPIES)
 - 1. Complete the attached Certification Statement (ATTACHMENT II).
 - 2. Table of Contents: Proposals should include a paginated table of contents to facilitate locating the information included.
 - 3. Abstract: Proposals should include a concise abstract of about 250 words stating the proposers overview of the project and the proposed method of implementation.
 - 4. Technical Discussion: This section should be presented in as much detail as practical and include the following:
 - a. Scope of Services (SOS)
 - 1. The proposer should prepare a scope of services which specifically responds (in order listed) to each item specified in Attachment I, (SOS). This section should present a detailed statement of the methodology to be utilized to carry out each task and a precise description of the deliverables to be received by the State as end products of the services rendered.

2. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
 - b. The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in Attachment I, SOS.
 - Proposer should define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
 - Proposer should define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
 - Proposer should define its approach for defining system and data security.
 - Proposer should identify areas of project risk and procedures to mitigate these risks.
 - Proposer should define the methodology to be utilized for system design.
 - Proposer should explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).
5. Personnel Qualifications: This section should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project.
6. Relevant Company Experience: This section should include company and subcontractors experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer.
7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of project to be accomplished. For subcontractor(s) or Contracting Party(s), the proposer should include letters of agreement to undertake their portion of the proposed project.
8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Attachment III, Sample

Contract. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

9. Cost Proposal: A fee schedule containing the information below:

<u>Category</u>	<u>Rate (\$/Hr.)</u>	<u>Qty</u>
Senior Consultant/Developer (SC)	\$_____ per hour	1
Consultant/Developer (C)	\$_____ per hour	1
Developer (D)	\$_____ per hour	1

Costs will be calculated by multiplying each rate by the quantity to get a total. $(SC*1) + (C*1) + (D*1) = \text{Total}$. Lowest Total receives 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest total as a numerator and total of cost proposal being evaluated as a denominator.

NOTE: Travel and other allowable expenses shall be included in the hourly rate.

B. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

1. Financial Capability: Proposer **shall** provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies.

C. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS PARTICIPATION

Each proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are business that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurhips, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use a certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

The statutes (R.S. 39:2171 *et seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

6.0 EVALUATION AND SELECTION

6.1 Proposal Review Committee

The evaluation of proposals will be accomplished by an Proposal Review Committee, 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 Proposal Review Committee will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	30
2. Experience & Staff Qualifications	30
3. Cost	30
4. Hudson/Veteran Small Entrepreneurship Program	10
TOTAL SCORE	100

The Proposal Review Committee will compile the scores and make a recommendation to the head of the agency on the basis of the 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

Ten percent(10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurships to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6 Announcement of Contractor

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

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer.

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 Natural Resources.

ATTACHMENT I: SCOPE OF SERVICES

Background:

Coastal Protection and Restoration Authority (CPRA) was created by legislation as an office within the governor's office. Prior to this legislation the Coastal Restoration division of CPRA was part of DNR. DNR provides management services to CPRA which includes Information Technology, procurement, budgeting and other financial assistance, and human resources.

All Information Technology related systems and projects are under the umbrella of Strategic On-line Natural Resources Information System, or SONRIS (pronounced "sunrise").

SONRIS is a combination of custom developed applications and software packages acquired by DNR. The major packages include Oracle Databases, Oracle Development tools, Project and Portfolio Management software; Project management tool AtTask, Enterprise Content Management software package Oracle's Universal Content Management UCM and a suite of ESRI Geographic Information System products.

The components of SONRIS are as follows:

1. GIS applications
2. Content Management applications
3. Business applications
4. AtTask, Project and Portfolio Management

The GIS applications are custom developed using tools provided by ESRI, ERDAS, and Oracle. The Enterprise Content Management applications are based on Oracle's Universal Content Management (UCM) and the Business applications are custom developed using Oracle's development tools. AtTask is a Project and Portfolio Management software used within DNR and CPRA. AtTask is Software as a Service (SaaS) a cloud based system.

SONRIS: CPRA Applications are systems related to hurricane protection and coastal restoration functions including levees oversight and permitting, major processes include:

1. Project Management.
2. Biological Monitoring.
3. Levee Advisory letter, Levee Inspection Tracking,
4. Levee Permitting and Levee Information Management System Emergency Module

Infrastructure:

DNR operates in a “three-tier” client/server environment:

Database Tier:

1. Linux/Windows highly scalable Oracle database servers
2. EMC SAN storage
3. Backup on LTO backup library and de-dup using Data Domain
4. Oracle’s Database

Middle Tier:

1. Linux-based Oracle Internet application servers
2. GIS servers
3. Oracle UCM content management server
4. Microsoft Windows-based Web Server(s)
5. Windows based File/Print Servers
6. Windows based Application Servers (domain controllers, DNS, Security Software, etc.)

Client Tier:

1. Microsoft Windows-based PCs using a Web browser for most applications.
2. Microsoft Office.

Network:

1. Gigabit Routers
2. Fiber Channel Switches
3. Point-to-point connection to remote offices
4. High bandwidth connection to web

Development Environment and Tools

DNR is currently migrating from 10g to 11g Oracle’s environment. Oracle’s Business Process Management (BPM) tools for business process management automation is also being considered.

The SONRIS applications built on the following:

- Oracle's Developer Suite.
- Oracle's APEX and YUI (the YAHOO! User Interface) Library.
- Java development using JDeveloper.
- OWA (oracle data cartridges) for internal and public-facing web-based forms.
- RESTful API calls with JSON.
- Authentication through Active Directory.
- Processing is built with VisualBasic.NET (2005)
- Excel processing is built using Clean Content.
- Excel processing is built using JXL.
- UCM integrations are built using SOAP.
- GIS applications primarily uses Oracle 10g and 11g
- ArcMap, ArcSDE, IMS, ArcGIS Server, ArcGIS Image Server Extension, 3D Extension, Spatial Analyst Extension, Publisher Extension, ArcExplorer, ArcGIS Explorer, and the ESRI Developer Network (EDN) suite of products
- ESRI includes: IMS development software requires Java, JavaScript, HTML; ArcGIS Server development requires Java, ESRI JavaScript API, DOJO API, HTML, JSON, XML; ArcMap Custom Tool development requires .NET.
- ArcMap Custom Tool development requires .NET
- Webtrends, Dreamweaver, and Adobe Photoshop.

Minimum Qualifications

This RFP solicits professional services proposals to provide maintenance and support SONRIS CPRA Applications by furnishing, depending on availability of funds, 1 to 3 personnel onsite. Personnel Senior Consultant (not less than 5 years of proven experience and expertise), Developer Consultant (not less than 3 years of proven experience and expertise), and Developer (not less than 1 year of proven experience and expertise in the following areas:

- Developing and deploying using latest version of Oracle development tools (Forms, Reports, Jdeveloper, J2EE, Express Edition)
- Geographical Information System using latest tools by ESRI and limited use ERDAS tools
- Various API's for integration as defined in development environment paragraph.
- Enterprise Content Management using Oracle's UCM tools.
- Project Management using AtTask tools. Installation, customization, and expert training skills are required.
- Database Administration tasks including virtual/physical design, space management, database setup, tuning is required.
- Tuning and maintaining Oracle's Application Servers.

Business experience in successful implementation of hurricane protection and coastal restoration systems is *preferred*.

Tasks and Deliverables

Tasks will be assigned depending on availability of funds and CPRA's requirements. The priorities and work load will be defined by CPRA's team. DNR's Project Manager will relay to the contractor each request. Each request will consist of an estimation of requirements and the development of request. For each request, DNR's Project Manager will request that the contractor furnish an estimate and allocate to the contractor a reasonable amount of time to complete the estimate. The estimate will include task requirements and projects begin/end dates. DNR's Project manager will negotiate, approve or reject Contractor's estimate. DNR's project manager must approve the estimate before start of work. After DNR's Project Manager approval, Contractor will begin development based on estimate. DNR's Project Manager will monitor the project using DNR's AtTask Project Management tool. Currently CPRA estimates no more than 4000 hours a year for accomplishing various tasks under this contract. The major task to be accomplished by the contractor through highly skilled professionals will enhance, maintain and support systems of CPRA's business requirements. The functions include but are not limited to:

- Provide day to day support for CPRA's Project Management system AtTask integrated with Oracle based application delivery system.
- Provide day to day support for CPRA's Biological Monitoring System.
- Provide day to day support and maintenance and enhancement of Enterprise Content Management system using Oracle UCM tools and integrating with AtTask project management system and other Oracle based business applications.
- Provide day to day support for Levee Advisory letter, Levee Information Management System Emergency Module, Inspection Tracking, Levee Permitting systems.
- Maintain and enhance comprehensive reporting system for CPRA.
- Continue transforming separate data sources such as spreadsheets to constraint based common database structure.
- Provide installation and customization for AtTask.
- Design, code, test, and document application fixes and improvements, including but not limited to tables, scripts, reports, triggers, screens and other components.
- Provide integration of Business Applications, GIS, Content Management applications, and other packages such as AtTask, etc. acquired by DNR
- Manage the system change process and implement fixes and improvements according to priorities set by CPRA.
- Develop and maintain GIS functions through the ESRI and ERDAS software products
- Integrate GIS functions with AtTask, Oracle UCM and other Oracle applications.
- Provide technical knowledge transfer to DNR's I.T. staff.
- Provide technical documentation to DNR's I.T. staff.
- Provide user training, IT staff training and mentoring
- Provide unit testing, acceptance testing, implementation and follow-up
- Monitor/review/audit performance of the entire SONRIS product suite of software, and make performance improvements
- Provide operational assistance, consulting, and services as directed by the

DNR Project Manager

Deliverables

The Contractor will provide the following deliverable services to meet CPRA's requirements determined by the DNR Project Manager.

- Complete technical and end-user system documentation.
- Technical knowledge transfer and/or training will be provided to DNR's I.T. Staff.
- The project shall be maintained using project management system, AtTask and a bi-weekly status report stating the progress of all analysis, design, development and implementation activities
- Complete process map with user sign off
- IT mentoring and sign off from DNR project manager
- User sign off after follow-up
- Complete documentation for minor enhancements
- User signs off on enhancements
- User signs off on training and follow-up
- Setting up, tuning and maintaining Oracle databases and the above in Linux and Windows environments
- Administering Oracle and the above in a Linux-based operating system and Windows XP environments
- Developing and deploying forms, reports, graphics and database PL/SQL modules using Oracle's Development Tools
- Installing and tuning Oracle Application Server IAS
- Seamlessly integrating business application, Oracle's UCM, and GIS software products
- Ongoing on-the-job and formal training of DNR's IT personnel
- Perform AtTask Installation and Customization
- Completing all documentation and obtain proper authorization throughout the development cycle

DNR project Manager reserves the right to increase or decrease the number of professional staff (between one and three) provided by the contractor. DNR project Manager will also have the right to request a replacement of the contractor's professional staff at its discretion, if they are found by DNR to be incapable of satisfactorily performing required services.

Project Management and Project Reports

The Contractor will assign one of their team members as a Project Manager who will be authorized to represent the Contractor's organization and who will be in charge of the entire

project. DNR will have the right to approve the person assigned as a Project Manager. DNR's Project Manager will represent CPRA in assigning all tasks to the contractor, monitoring and making sure that the contractor is complying with the contract.

The Project Manager will assume all responsibility for project monitoring and compliance and will be required to keep the DNR's Project Manager informed at least once a month on a formal basis and more frequently on an informal basis.

The written monthly monitoring report provided by the Project Manager to the DNR's Project Manager will be used as the basis on which to compensate the Contractor on a regular basis as per contract agreement.

Resources Provided by DNR

Work Space & Equipment

DNR will provide work areas for up to four Contractor personnel and a meeting room to accommodate up to ten persons. More work areas may be provided at Contractors request.

DNR will provide up to four (4) Dell workstation of current hardware, with Microsoft Windows software, 20.9" wide flat panel monitor, and other accessories such as key board, mouse, etc. More PCs will be considered if requested by Contractor and approved by DNR's the Project Manager. The PCs will have DNR's Development tools installed and be connected to DNR development network and servers.

DNR Information Technology Staff

DNR's Information Technology (IT) staff will also be involved in the maintenance and support of SONRIS.

DNR will have available at least one of its IT staff as database administrators (DBA) to work with the Contractors.

It should be noted that, although DNR will allocate IT staff to the project, the Contractor will be held responsible to maintain SONRIS and to complete the project on time.

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 www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
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ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of _____, 20__, the (*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

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

1.1 CONCISE DESCRIPTION OF SERVICES

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

1.2 COMPLETE DESCRIPTION OF SERVICES

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

Appendix A – RFP; Questions & Answers; Scope of Services

Appendix B - Proposal

Appendix C – Monitoring Report

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

2.2 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Section 2.7.

2.3 LICENSES AND PERMITS

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

2.4 SECURITY

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

2.5 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 _____.

2.6 CONFIDENTIALITY

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

2.7 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.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

3.2 CONFIGURATION REQUIREMENTS

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

3.3 PROJECT MANAGEMENT

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

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

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

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

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

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

3.4 QUALITY ASSURANCE REVIEWS

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

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

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

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

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the 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, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources.* Contractor will provide other resources as specified in Appendices A and B.

3.6 STATE PROJECT MANAGER

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Manager 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.

3.7 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Appendix A (RFP).

3.8 STATE STANDARDS AND GUIDELINES

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Appendices A and B.

3.9 ELECTRONICALLY FORMATTED INFORMATION

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

4.0 ACCEPTANCE OF DELIVERABLES

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

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

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

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If 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.

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

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

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$_____ per year.

Payment to the Contracting Party for services rendered shall be made according to the following:

Paid hourly according to work performed with approval of the DNR Project Manager.

Senior Consultant/Developer (SC)	\$___/hr
Consultant/Developer (C)	\$___/hr
Developer (D)	\$___/hr

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall by the State within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed in Appendices A, Scope of Services, and which has been first approved for payment by the Project Manager.

6.0 TERMINATION

6.1 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. 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's failure and a reasonable opportunity for the state to cure the defect.

6.2 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 thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

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

8.0 AVAILABILITY OF FUNDS

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

9.0 OWNERSHIP OF PRODUCT

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

10.0 NONASSIGNABILITY

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

11.0 RIGHT TO AUDIT

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

12.0 RECORD RETENTION

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

13.0 AMENDMENTS IN WRITING

No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

14.0 FUND USE

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

effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NON-DISCRIMINATION

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

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

16.0 HEADINGS

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

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

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

CONTRACTOR'S SIGNATURE

DATE

CPRA'S SIGNATURE

DATE