

STATE OF LOUISIANA
OFFICE OF COASTAL PROTECTION &
RESTORATION

REQUEST FOR PROPOSALS
FOR
DATA MANAGEMENT FOR NRDA,
DEEPWATER HORIZON OIL SPILL

RFP #: 2501-11-01

PROPOSAL DUE DATE/TIME:
SEPTEMBER 1, 2011 3:00 PM

AUGUST 1, 2011

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Office of Coastal Protection & Restoration (herein referred to as the State) for the purpose of providing all reasonable and necessary data management support in connection with the Deepwater Horizon Oil Spill. This scope of work will contribute to the efforts of all Louisiana State Trustees on the ongoing National Resources Damage Assessment, as well as any subsequent litigation relating to the Deepwater Horizon Oil Spill.

1.2 Background

On May 20, 2010, Governor Bobby Jindal designated the Coastal Protection and Restoration Authority as lead trustee agency for the Deepwater Horizon Natural Resource Damage Assessment. The Office of Coastal Protection and Restoration was established by Act 523 of 2009 as the implementation and enforcement arm of the Coastal Protection and Restoration Authority, as part of Louisiana's effort to achieve long term and comprehensive integrated coastal protection.

1.3 Scope of Services

Attachment 1 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 this RFP to award one contract with a period of 36 months that shall commence on or about the date approximated in the Schedule of Events. The resultant contract will be subject to contracting requirements of the Louisiana Division of Administration – Office of Contractual Review, the State and Department of Civil Service. Continuation of this contract is contingent upon the appropriation of funds by the Legislature to fulfill the requirements of the contract.

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.

Julia Raiford, Contracts & Grants Administrator
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-342-4513
Fax: 225-342-8700

Email: julia.raiford@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 P.M. 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 at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> and www.dnr.louisiana.gov/contracts

Only Julia Raiford, Contracts & Grants Administrator, 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	8/1/11
Deadline for receipt of Written inquiries	8/18/11
Deadline for receipt of proposals	9/1/11
Announce award of contractor selection	9/16/11
Contract execution	9/30/11

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications:

Company and proposed key personnel must demonstrate experience with information technology, such as design, development, and maintenance of databases and other information technology. Proposers must have knowledge and experience in developing Internet (browser based) applications. Proposers must have knowledge and experience in ensuring network security. Proposers are required to have knowledge and experience with Microsoft .NET architecture and Microsoft SQL-Server Database. Company and key personnel must demonstrate knowledge of Natural Resource Damage Assessment (NRDA) data management.

3.2 Determination of Responsibility

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

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

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

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

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

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

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

3.2.1 Right to Prohibit Award

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

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and www.dnr.louisiana.gov/contracts. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

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

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. For any subcontractors providing hosting or related services, the prime contractor shall simply pass on the cost of any hosting or related services without adding any fee or overhead charge. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as

such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

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

3.12 Contract Award and Execution

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

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment 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 (*time*) 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:

Julia Raiford
Contracts & Grants Administrator
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-342-4513
Fax: 225-342-8700
Email: julia.raiford@la.gov

For courier delivery, the street address is 617 N. 3rd Street, 12th Floor, 1265, Baton Rouge, Louisiana 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 (6) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should 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 a Technical Proposal which includes the Cost Proposal as requested in the Scope of Services (Attachment I).

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

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

Proposers are encouraged to submit proposals in a concise, orderly fashion that includes complete, appropriate comment, documentation, and submittals to address the RFP requirements. Limiting the responses to 30 pages (including the financial information) is desirable. Each Proposer is solely responsible for the clarity and completeness of their proposal.

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

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. For any subcontractors providing hosting or related services, the prime contractor shall simply pass on the cost of any hosting or related services without adding any fee or overhead charge.
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: Hourly rates **shall** be provided for each of the skills level specified on the form provided in Attachment IV. Monthly server fees based on specifications provided in Attachment IV **shall** be specified on the form provided in Attachment IV. Additionally, Proposers **shall** provide a one-time migration fee on the form provided in Attachment IV and **shall** fill in all blanks on Attachment IV to calculate the predicted cost basis for the purposes of rating cost proposals.
NOTE: 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 (PPM No. 49). PPM 49 can be found at the website: **www.doa.louisiana.gov/osp/travel/traveloffice.htm**. All out of state travel will be subject to prior approval by the Secretary of the Department of Natural Resources or Secretary of Department of Environmental Quality, whichever is applicable.
10. No Adverse Representation
Because the work done under this contract will potentially be used for litigation, Proposers will be screened for potential conflicts of interest. If a Proposer is currently party to or has been party within the past three years to one or more contracts with one

or more of the following parties, or to any contract with a person or entity that is a contractor, employee or agent for one of the following parties, then that Proposer must disclose all such contracts in the form of a written attachment to their proposal. The attachment must state the name of the party, starting date and anticipated duration of the contract, the estimated total contract amount, and a description of the scope of work.

List of adverse or potentially adverse parties:

BP Exploration & Production, Inc.
BP Corporation North America, Inc.
BP America, Inc.,
BP P.L.C.
Anadarko Petroleum Corporation
Anadarko E&P Company LP
Transocean Holdings LLC
Triton Asset Leasing GmbH
Transocean Deepwater, Inc.
Transocean Offshore Deepwater Drilling, Inc.
Moex Offshore 2007 LLC
Cameron International Corporation F/K/A Cooper-Cameron Corporation
Halliburton Energy Services, Inc.
M-I, LLC
Weatherford U.S. L.P.
Any State (other than Louisiana) governmental entities
Any local governmental entities (*including* those located in Louisiana)
Any Federal governmental entities

The above list is **not** an exhaustive list of adverse or potentially adverse parties; rather, it is a starting point in the discussion of potential conflicts of interests. Whether or not an agreement with a governmental or non-governmental entity causes a potential conflict of interest is a case-by-case analysis. Disclosing an agreement with a party on this list does not automatically disqualify the Proposer. If the State requires additional information regarding any disclosure, it may seek clarification from the Proposer. Additional disclosures may be required from the selected Proposer during negotiations, including disclosures regarding proposed subcontractors. **The State reserves the right to reject any proposal if the Proposer has entered into any agreement with an adverse or potentially adverse party.**

By virtue of submitting a proposal, Proposers affirm that they have reviewed and complied with the above request for disclosure. Additionally, by virtue of submitting a proposal, Proposers affirm that they have reviewed the “No Adverse Representation” clause found in the Sample Contract (Attachment III), and are willing and able to comply with it if their proposal is selected.

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.

6.0 EVALUATION AND SELECTION

6.1 Proposal Review Committee

The evaluation of proposals will be accomplished by the 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

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. In the event oral presentations are requested, they will be evaluated on the clarity and detail of the technical approach and relevant experience of the firm, with a maximum score of twenty points, which will be added to the initial scores for a final score.

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. Technical Approach to the project and adequacy of the proposal to achieve the requirements of the Scope of Services in the desired degree of detail.	35
2. Relevant Experience of the firm and key personnel assigned to this project.	35
3. Cost	30
TOTAL SCORE	100

Cost ratings (CR) will be determined using the following formula:

- 1.** *To calculate annual personnel costs:
Multiply each hourly rate by predicted monthly hourly units to calculate estimated monthly cost for each personnel type. Add up monthly costs for all personnel types and multiply by 12.*
- 2.** *To calculate annual server hosting costs:
Add the monthly service and storage fees to calculate monthly server hosting costs. Multiply monthly server hosting cost by 12.*
- 3.** *To calculate total estimated costs:
Add the amounts calculated in 1. and 2. This is the estimated annual cost basis. Multiply by three and add the one time migration fee. The resulting sum is the predicted cost basis.*

The lowest cost basis (LCP) will receive 30 points. All other proposal multiplying the maximum possible points (30) by a fraction that consists of the lowest cost basis as a numerator and proposer’s cost basis (PC) proposal being evaluated as denominator.

$$CR=(LPC/PC*30)$$

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.

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received(except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along

with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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

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

7.0 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 efforts relating to the Contract matter and the results of Contractor’s activities may be used by the State in litigation stemming from the Oil Spill and must be held in strict confidence. Information in any form (oral, electronic, written, or otherwise) whether provided to Contractor, its agents or employees or generated or obtained by Contractor, its agents or employees in connection with the Contract is “Confidential Information.” All information generated by Contractor, its agents or employees pursuant to the Contract will be confidential work product prepared for pending or anticipated litigation. Confidential Information, including work product, will be held in strict confidence. Contractor shall not disclose Confidential Information to any person or entity not covered by an obligation of confidentiality to OCPR, or without the prior written approval of the Contract Administrator or its designee.

The obligations of confidentiality survive the termination of the Contract for whatever reason.

7.4 Ownership of Product

Upon completion of this contract, or if terminated earlier, all source code developed by Contractor, 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.

ATTACHMENT I: SCOPE OF SERVICES

1. PURPOSE:

Contractor shall provide all reasonable and necessary data management support in connection with the Deepwater Horizon Oil Spill. For this contract, the Office of Coastal Protection and Restoration (OCPR) will be acting on behalf of the Coastal Protection and Restoration Authority (CPRA), the Lead State Trustee, for implementation of these services. This scope of work will contribute to the efforts of all Louisiana State Trustees on the ongoing Natural Resource Damage Assessment, as well as any subsequent litigation relating to the Deepwater Horizon Oil Spill.

2. SCOPE:

The following is the scope of work for the Contractor to provide for Louisiana data management support related to the Deepwater Horizon oil spill of April 2010:

- A. Advise OCPR on the following data management topics, including best practices, approaches, methodologies, issues, and requirements:
 - a. NRDA data management.
 - b. Current National Oceanic and Atmospheric Administration (NOAA) oil spill data management systems and strategies.
 - c. Current United States Fish and Wildlife Service (USFWS) oil spill data management systems and strategies.
 - d. Louisiana specific oil spill data management systems and strategies.

- B. Provide a Louisiana oil spill data manager and data management team to perform the following functions:
 - a. Working with trustees from OCPR, the Louisiana Oil Spill Coordinator's office (LOSCO), the Louisiana Department of Wildlife and Fisheries (LDWF), the Louisiana Department of Environmental Quality (LDEQ), the Louisiana Department of Natural Resources (LDNR), NOAA , and USFWS, as well as Responsible Party management personnel, to identify, track, and resolve oil spill data management issues. Issues may be related to the following topics:
 - i. Aerial Imagery
 - ii. Chemistry/sampling
 - iii. Cultural Resources
 - iv. Deep-water and Shallow-water Corals
 - v. Shrimp, Crab, Oysters, and Fish
 - vi. Marine Mammals and Turtles
 - vii. Nearshore sediments
 - viii. Submerged Aquatic Vegetation

- ix. Shorelines Habitats
 - x. Terrestrial and Aquatic Organisms
 - xi. Water Column
 - b. Oversee and manage the Louisiana database, server, and hosting.
 - c. Perform data analysis, data Quality Assurance/Quality Control, and data entry.
 - d. Perform database backups.
 - e. Negotiate Louisiana data exchange agreements with NOAA, USFWS, RP, and other external data sources with the assistance of State legal counsel.
 - f. Ensure that data is exchanged with all external systems according to agreed upon procedures.
- C. Work with OCPD, and other Louisiana oil spill trustees to develop a website to provide controlled public access to the oil spill data, using Microsoft .NET architecture and Microsoft SQL-Server Database.
- D. Provide development, enhancement, integration, interoperability, and support for the LOSDMS system, including:
- a. Work with OCPD, LOSCO, LDWF, LDEQ, LDNR, NOAA, and USFWS trustees to finalize and prioritize requirements for enhancements to the Louisiana Oil Spill Data Management System (LOSDMS).
 - b. Design, code, test, and deploy the agreed upon functionality using Microsoft .NET architecture and Microsoft SQL-Server Database
 - c. Contractor will provide 24-hour support for LOSDMS, seven days a week, during the contract period.
 - d. Contractor will provide consulting, analysis, and programming services for any changes to LOSDMS mandated by legislation and/or administrative regulation.
- E. Work with OCPD, LOSCO, LDWF, LDEQ, LDNR, NOAA, and USFWS trustees to identify additional oil spill data sources to be incorporated into the LOSDMS, and create a strategy and plan to incorporate. Execute the agreed upon plans to incorporate the identified data sources.
- F. Contractor will provide testing and production hosting server hardware and software needed for the LOSDMS.
- G. Contractor will provide a project manager to oversee the Louisiana oil spill data management effort.

3. PRODUCTS:

Work performed under the contract should contribute to the overall effort of the State of Louisiana, through OCPR/CPRA and the Louisiana Oil Spill Coordinator's Office, to efficiently access and manages all data related to the Deepwater Horizon Oil Spill.

4. STATE OF LOUISIANA FURNISHED MATERIAL:

A. Materials to be provided to proposers:

- a. Overview of existing LOSDMS, including sample screen shots and forms, upon request.

B. Materials to be provided to successful Contractor:

- a. All available documentation and source related to existing LOSDMS and data sources.

5. SELECTION CRITERIA:

Company and proposed Key Personnel must demonstrate experience with information technology, such as design, development, and maintenance of databases and other information technologies. Proposers are required to have knowledge and experience with Microsoft .NET architecture and Microsoft SQL-Server Database to effectively fulfill the requirements of the contract as stated in Item 2. Company and Key Personnel shall demonstrate a working knowledge of NRDA data management. In addition, working knowledge of current NOAA oil spill data management systems and strategies, current USFWS, and Louisiana specific oil spill data management systems and strategies are preferred. Experience working with the NRDA process, NOAA and USFWS oil spill data management systems and approaches, and experience working with the Louisiana oil spill trustees from OCPR, LOSCO, LDWF, LDEQ and LDNR are preferred.

6. SPECIFIC DELIVERABLES:

A. Estimated Time Schedules - For each assigned task, if so requested by the OCPR

Contract Manager, the Contracting Party shall submit an estimated time schedule to the OCPR Contract Manager for review and coordination.

B. Deliverables – The contracting Party shall provide to the OCPR Contract Manager the specific deliverables related to requirements outlined in Items 2.

- a. Oil Spill Data Management Recommendations Report- Report to be delivered within 30 days of project start containing a data management project plan and recommendations to OCPR relating to oil spill data management, including NRDA, NOAA, USFWS, and Louisiana specific considerations.
- b. Monthly Oil Spill Data Management Progress Reports – Monthly progress report containing progress against Project Plan, status of data management issues, status of LOSDMS, QA/QC status, data exchange status, and other related topics as appropriate.

- c. LOSDMS Enhancement Report – Report containing agreed upon LOSDMS requirements and priorities.
- d. Enhancements to the LOSDMS – provide agreed upon Enhancements to the LOSDMS.
- e. Enhancements to the Public Web Site – provide agreed upon Enhancements to the Public Oil Spill Web Site.
- f. LOSDMS Data Source Report – provide a list of additional data sources to be included in the LOSDMS and incorporation Strategies.
- g. On-going hosting for the LOSDMS including all required networking, hardware, and software.
- h. On-going hosting for the Public Oil Spill Web Site.

7. SECURITY:

The system must take measures to prevent security threats that may result in data loss or service degradation, including:

- a. Firewalls
- b. Built in Role Based Access Control for various objects and actions throughout the application
- c. A secure process for creating users, which details who controls user creation and their permissions
- d. Built in measures that prevent modification or destruction of data by unauthorized users
- e. Built in measures for managing typical input validation errors that may compromise security, such as format strings, SQL injection, cross-site scripting, HTTP header injection and the like.
- f. Secure password management policies that include, at a minimum: a secure encryption algorithm, a process for password recovery, a process for changing the password, and a policy on password strength.
- g. Reasonable protection against intruders.

8. SERVICE LEVEL AGREEMENT:

A Service Level Agreement will be negotiated with the selected Contractor that will include the below provisions. The Service Level Agreement, once negotiated, will become an integral part of the contract. Proposals shall demonstrate ability to comply with the following provisions:

- a. Ramp up and ramp down of personnel within a one week time frame.
- b. Response to requests for technical support based on the level of urgency, at a maximum within 24 hours. A resolution goal timeline for handling support requests will be negotiated with the selected Contractor.
- c. Service Availability:
 LOSDMS and the Public Oil Spill Website must allow all full operational functions to be executed via a standard web browser. Once new enhancements to LOSDMS and the Public Oil Spill Website have been accepted by the Contract Administrator as fully operational, the following

service availability requirements apply. At a minimum the application service must be:

- 99% available during working hours: between 6 AM and 6 PM CST, Monday through Friday
- 95% all other times

Other exclusions that may apply to the service availability (ex: lost passwords, deliberate or accidental misuse by registered users, reasonable delays due to computer intensive activities such as data loading or performing intensive calculations, etc.) will be negotiated with the selected Contractor.

d. Performance Levels:

Secure environments must be provided for two kinds of users:

- i. A multi-user, collaborative, read/write environment for State Trustee users of LOSDMS
- ii. A read-only reporting environment for non-authenticated (public) users of the website

These secure environments must provide at least for the following:

- i. 7 simultaneous registered LOSDMS users
- ii. 20 simultaneous public user

- e. Penalties: Penalties will be associated with failing any of the meet the above criteria, at an anticipated rate of \$500 per day. More than five violations in a single month will result in an additional penalty (to be negotiated) and the requirement of a corrective action plan.

9. SUBCONTRACTORS:

Proposers will identify subcontractors for any and all services. All such contracting is subject to the Contract Administrator's approval. The selected Contractor shall simply pass on such cost of any subcontractor providing hosting or related services without adding any fee or overhead charge.

10. PRODUCT LICENSES:

All product licenses that are purchased for use under this contract must be purchased in the State's name or must be able to be transferred to state without cost at the end of the contract.

11. TURNOVER:

In the event that the selected Contractor's contract ends the following requirements must be met:

- a. All source code shall be transferred to OCPR with complete documentation.
- b. All data, metadata and database schema and all other electronic and paper files shall be transferred to OCPR with complete documentation. The Contractor shall NOT withhold any information proprietary or otherwise.

- c. The Contractor will be asked to remain on the contract for up to 3 months of time for transfer of knowledge. Contractor shall not withhold any information.
- d. The Contractor shall provide necessary support to OCPR and its new vendor to transfer all programs, data and other information that is required for OCPR to be completely operational.
- e. All licenses or any other hardware/software that were purchased for this contract must be transferred to State/OCPR at NO charge.

12. OTHER POLICIES:

The Proposal must contain details on any other important service policies including:

- a. The approach to providing a fault tolerant computing environment.
- b. A backup and disaster recovery policy

13. MIGRATION INFORMATION AND TECHNICAL ENVIRONMENT:

- a. The State of Louisiana owns the existing source code base for the LOSDMS and the Public Oil Spill Website. In addition to the above deliverables, the Contracting Party will be responsible for migrating all current data and source code onto their equipment. Upon certification of the Contract Administrator that the migration has been fully completed, a one-time migration fee will be paid to Contracting Party.
- b. The current technical environment is as follows:
 - i. The system is in an ASP.NET application having VB.net code with data stored in MS SQL 2008 R2.
 - ii. Relational Database: SQL Server 2008 R2 Standard
 - iii. Reporting Service: The reporting services tool in use is the one provided in the SQL Server 2008 R2 Standard package.
 - iv. Integration Service: The integration service tool in use is the one provided in the SQL Server R2 Standard package.
 - v. Server Operating System: Windows Server 2008 R2
 - vi. Preferred Development Tools: Visual Studio 2008
 - vii. Web Browser: Internet Explorer 7&8, Firefox 4
 - viii. Office and Email Applications: Microsoft Office 2007, 2010
 - ix. GIS Software: Arcview 10
 - x. Authentication and Encryption: ASP.NET Forms Authentication, SSL
 - xi. Internet Bandwidth Size: 4 TB
 - xii. Current Database Size: 2.5 GB
 - xiii. Current FTP Site/Test Environment Size: 3.6 TB
 - xiv. There are currently three dual processor multi-core servers:
 - 1. Application Server-
Intel Xeon 5620 8 x 2.40 GHz + HT 1066MHz 2 x 12MB 12GB
DDR3 1333 EC
 - 2. Database Server-

Intel Xeon 5620 8 x 2.40 GHz + HT 1066MHz 2 x 12MB 12GB
DDR3 1333 EC

3. File Server-

Intel Xeon 5430 8 x 2.66GHz 1333MHz x 12MB 6GB FB-DIMM
533/677

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:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

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 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate **(spell-out) (n)** months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

2.3 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 Attachment V.

2.4 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.

2.5 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.

2.6 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 .

2.7 CONFIDENTIALITY

All efforts in this matter and the results of Contractor's activities may be used by the State in litigation stemming from the Oil Spill and must be held in strict confidence. Information in any form (oral, electronic, written, or otherwise) whether provided to Contractor, its agents or employees or generated or obtained by Contractor, its agents or employees in connection with the Contract is "Confidential Information." All information generated by Contractor, its agents or employees pursuant to the Contract will be confidential work product prepared for pending or anticipated litigation. Confidential Information, including work product, will be held in strict confidence. Contractor shall not disclose Confidential Information to any person or entity not covered by an obligation of confidentiality to OCPD, or without the prior written approval of the Contract Administrator or its designee.

The obligations of confidentiality survive the termination of the Contract for whatever reason.

2.8 NO ADVERSE REPRESENTATION

During preparation for and throughout all phases of the Natural Resource Damage Assessment ("NRDA") process, including the restoration planning and implementation phases, negotiations, litigation or settlement of any State claim arising from the Oil Spill, or any administrative or judicial actions relating to the State's natural resource injuries arising from the Oil Spill, Contractor shall not enter into any agreement with any other person or entity (or its agent, employee, contractor, or consultant) who is adverse or potentially adverse to the State in this matter to provide services without the prior written approval of the Contract Administrator.

Contractor must also make the Contract Administrator aware of, and obtain the Contract Administrator's prior written approval, before accepting any funds from adverse or potentially adverse parties and/or before providing any services i.) that are in any way oil spill-related, ii.) that in any way involve environmental assessments or proceedings, whether along the gulf coast or otherwise, or iii.) that involve any other work, research and/or projects that could potentially affect the NRDA, claims process or potential litigation for the State.

The above provisions regarding adverse representation apply equally to any subcontractor working under this Contract. **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 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.

3.4 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 Attachment III.

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 Attachment III.

3.5 STATE CONTRACT ADMINISTRATOR

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

3.6 STATE FURNISHED RESOURCES

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

3.7 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 Attachment II.

3.8 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 Attachment II.

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 Contract Administrator will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Contract Administrator, but in no event later than ten (10) business days after the Deliverable is presented to the State Contract Administrator. Within the applicable period, the State Contract Administrator 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 Contract Administrator 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 \$. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____ (*Name of Designee*).

(There are many payment terms that can be negotiated with the Contractor)

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 source code developed by Contractor, 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.

3.6.1.1 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 RECORDS RETENTION

Contractor acknowledges receipt and review of the Litigation Hold issued by Attorney General James D. "Buddy" Caldwell on August 23rd, 2010. Contractor agrees that the work performed under this Contract is subject to this Litigation Hold and agrees to follow the procedures found therein. Contractor agrees to retain all books, records, electronically stored information and communications, and other documents relevant to the Contract and the funds expended hereunder until otherwise instructed by the Contract Administrator.

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. 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 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.

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.

18.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)

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

STATE'S SIGNATURE

DATE

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

ATTACHMENT I STATEMENT OF WORK

1.0 INTRODUCTION

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Contract Administrator.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this

	document will be developed/finalized by the Contractor and approved by the State Contract Administrator. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Contract Administrator. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Contract Administrator.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the

	Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Contract Administrator.

5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]

2.0 SPECIAL REQUIREMENTS

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]

3.0 STANDARDS AND GUIDELINES

[List here references to applicable standards and/or guidelines or indicate "NONE".]

[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

ATTACHMENT III CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

...
...
...
...

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

ATTACHMENT IV STATE FURNISHED RESOURCES

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 CONTRACT ADMINISTRATOR

The Contract Administrator appointed by the State as described in Section 3.6 is _____ who is the principal point of contract for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Contract Administrator.

3.0 FUNCTIONAL STAFF

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Contract Administrator

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

5.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

ATTACHMENT IV: Rate Schedule

Fill out ALL BLANKS to calculate predicted cost basis for cost rating purposes.

1. PERSONNEL COSTS

<u>Rate (\$/Hour)</u>	<u>Personnel</u>		<u>Predicted Monthly Units</u>		<u>Total</u>
\$ _____ /hr	Project Manager	X	100 hours	=	\$ _____ /mo
\$ _____ /hr	Systems Architect	X	80 hours	=	\$ _____ /mo
\$ _____ /hr	Business Analyst	X	260 hours	=	\$ _____ /mo
\$ _____ /hr	Programmer	X	360 hours	=	\$ _____ /mo
\$ _____ /hr	Data Control Specialist	X	8 hours	=	\$ _____ /mo

TOTAL MONTHLY PERSONNEL COSTS = \$ _____ /mo

Multiply TOTAL by 12 to get **ANNUAL PERSONNEL COSTS = \$ _____ /yr**

2. SERVER HOSTING

Please provide a monthly storage fee on a 10 TB basis and a monthly server fee.

Storage for 10 TB = \$ _____ /mo

Three Quad Core Servers with a minimum 12GB memory (Or comparable) = \$ _____ /mo

TOTAL MONTHLY SERVER HOSTING COSTS = \$ _____ /mo

Multiply TOTAL by 12 to get **ANNUAL SERVER HOSTING COSTS = \$ _____ /yr**

3. ONE TIME MIGRATION FEE \$ _____ .

4. **CALCULATE PREDICTED COST BASIS**

- a. Add ANNUAL PERSONNEL COSTS and ANNUAL SERVER HOSTING COSTS to get ANNUAL ESTIMATED COSTS

ANNUAL ESTIMATED COSTS = \$ _____ /yr

- b. Multiply ANNUAL ESTIMATED COSTS by 3 to get

THREE YEAR ANNUAL ESTIMATED COSTS = \$ _____ /3yrs

- c. Add THREE YEAR ANNUAL ESTIMATED COSTS and ONE TIME MIGRATION FEE to get PREDICTED COST BASIS

PREDICTED COST BASIS = \$ _____.

Cost ratings (CR) will be determined using the following formula:

- 1** *To calculate annual personnel costs:
Multiply each hourly rate by predicted monthly hourly units to calculate estimated monthly cost for each personnel type. Add up monthly costs for all personnel types and multiply by 12.*
- 2** *To calculate annual server hosting costs:
Add the monthly service and storage fees to calculate monthly server hosting costs.
Multiply monthly server hosting cost by 12.*
- 3** *To calculate total estimated costs:
Add the amounts calculated in 1. and 2. This is the estimated annual cost basis.
Multiply by three and add the one time migration fee. The resulting sum is the predicted cost basis.*

The lowest cost basis (LCP) will receive 30 points. All other proposal multiplying the maximum possible points (30) by a fraction that consists of the lowest cost basis as a numerator and proposer's cost basis (PC) proposal being evaluated as denominator.

$$CR=(LPC/PC*30)$$

***PLEASE NOTE THAT THE ABOVE PREDICTED MONTHLY UNITS AND SERVER HOSTING PROVISIONS ARE ONLY ESTIMATIONS USED FOR THE PURPOSES OF RANKING COST PROPOSALS. ACTUAL HOURLY UNITS OR SERVER HOSTING NEEDS MAY VARY. TRAVEL AND OTHER REIMBURSABLE EXPENSES ARE NOT INCLUDED IN THE ABOVE CALCULATIONS.**